

The Association Promoting Quality Rental Housing

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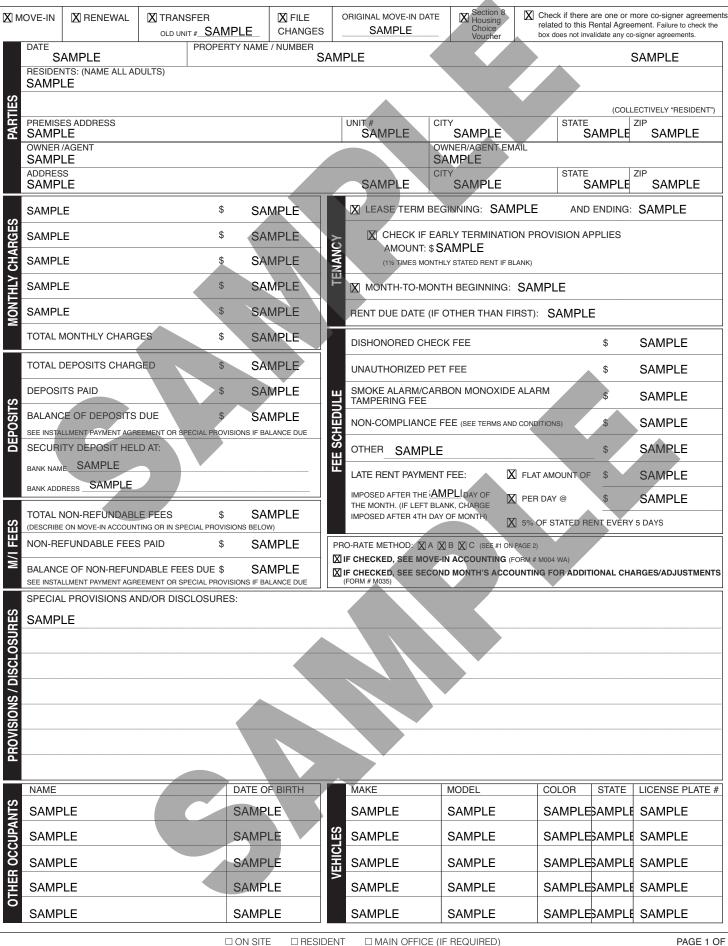
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**PROVISIONS / DISCLOSURES** 

**OCCUPANTS** 

## WASHINGTON RENTAL AGREEMENT



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AMOUNTS DUE: If rent is not paid when due, Owner/Agent may issue on the next day or any day thereafter a three-day notice to pay or vacate. Failure of Resident to timely pay any other amounts due Owner/Agent is a material noncompliance with this Rental Agreement.

written notice\*. The daily prorates of rents and

other monthly charges will be based on one

of the following methods chosen by Owner/

Agent, which method will be consistently

applied throughout the rental term: a) a 360-

day year composed of twelve months of 30

days each; b) a 365-day year; or c) the

actual number of days in the current month.

The daily amount will be multiplied by the

actual number of days of occupancy in the

 APPLICATION OF PAYMENTS: All payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/ tainty as to the amount that will be owed as

a result, it is agreed that upon any failure of Resident to occupy the unit for the full term,

for any reason, Resident will pay to Owner/

Agent, in lieu of all other damages or amounts

that could be recovered, all of the following:

a) the value of all concessions given to

Resident by Owner/Agent; b) all rent through

the date the unit is vacated; c) to the extent

not included in a) and b) an amount equal to

for which Resident is responsible; (c) make no changes or additions to the Premises of any nature; (d) not install or attach anything on the walls, ceilings or in the windows that will cause damage to the unit without the prior written consent of Owner/Agent; (e) not hang anything on or tamper with any fire safety system; (f) not engage in any conduct that violates any applicable laws. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable law. DAMAGE: Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear. 13. SECURITY DEPOSITS: All refundable deposits, however designated, may be used by Owner/Agent to offset any damage, unusual wear and tear or unpaid accounts (including rent) either during the tenancy or at the time of move-out. If any portion of

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Premises in a reasonable manner; (b) imme-

diately obtain, pay for and not allow to be

disconnected or discontinued the utilities

- WITHOUT WRITTEN PERMISSION. the deposit is used during the tenancy, Resident will replenish it upon demand. If applied at move-out, any excess will be refunded within the time required by law. Any deficiency will be due from Resident at the time the accounting is sent to Resident. Any amounts not paid by Resident within 31 days of the due date will incur interest at 1% per month. Sending the accounting and/or refunding any deposit does not waive Owner/Agent's right to payment for charges discovered or finalized after the accounting was sent. Any security deposit received from multiple Residents shall be refunded: (a) only when the last Resident vacates the NOT TO BE unit and terminates his/her tenancy; (b) made payable to all Residents, unless agreed otherwise by all Residents and Owner/Agent in writing; and (c) mailed to any single forwarding address supplied by Multifamily Resident (if no forwarding address is supplied, it will be mailed to the Premises). Security deposits may be deposited into an interest-bearing account. All interest shall accrue to the benefit of Owner/Agent pursuant to any agreement between Owner and Agent. No interest will be paid to Resident on security deposits.
- JOINT RESPONSIBILITY: Each Resident is 14 jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the dwelling unit or common area by Resident, any Resident or Occupant of the same unit or his/her guests. Cost of repairs for damage must be paid within 30 days after receiving a bill unless other arrangements have been made, in writing, with Owner/Agent. Any valid termination notice received from any one Resident may be considered by Owner/Agent a termination notice from all Residents. Any Resident not giving the notice who desires to remain in the Premises may be required to submit updated financial information and regualify under Owner/Agent's then-current criteria.
- 15. NON-COMPLIANCE FEES: Owner/Agent may charge a non-compliance fee in the amount set forth on page one each time Owner/Agent issues a notice for non-compliance with written rules or policies or any notice related to a breach of this Rental

rent for 30 days after Resident's written notice to vacate, or if no notice, for 30 days after the vacation date; d) an early termination fee in the amount set forth on page 1 of this Rental Agreement, or if none stated, equal to one and one-half month's stated rent; e) all unpaid fees and other non-rent charges accrued prior to the vacation date; f) all damages relating to the condition of the unit; and g) interest on the above amounts at the statutory rate from the date each was due. Items a), c) and d) are due on the earlier of the date Resident gives notice to vacate or the date the unit is vacated. All other amounts are due at the times specified in this Rental Agreement. If the early termination box is not checked, Resident will be liable to Owner/ Agent for all damages resulting from the early termination including but not limited to repayment of concessions, all rent through the earlier of the date the unit is re-rented and the lease termination date, concessions given to re-rent the unit, and all turnover costs.

- 5. TERMINATION BY RESIDENT: A written notice to terminate a month-to-month tenancy must be given by Resident to Owner/ Agent at least 20 days prior to the end of the month. Any termination notice from Resident may not be revoked without Owner/Agent's written consent. If the tenancy is for a set term, the tenancy will terminate at the end of the set term but a new tenancy will automatically commence immediately thereafter as a month-to-month tenancy using this same Rental Agreement and all existing rules and regulations, unless either Owner/Agent or Resident gives the other written notice at least 20 days prior to the end of the term that the party elects not to commence the new tenancy. If Resident fails to vacate at the end of any termination notice, Resident will be liable for Owner/Agent's actual damages.
- 6. PETS, WATERBEDS AND MUSICAL **INSTRUMENTS:** No cats, dogs or other pets are allowed on the Premises (either visiting or living there) without a signed pet agreement, payment of any pet fee and/or additional deposit, and providing insurance, as required by Owner/Agent. Resident will be responsible for and indemnify Owner/Agent against any and all damage or injuries caused by his/her or visiting pet(s). Waterbeds and/or aquariums are permissible only with proper insurance and written approval by Owner/Agent. Musical instruments are not allowed without the prior written consent of Owner/Agent.
- 7. OCCUPANTS: The unit will be used only for housing persons listed on this Rental Agreement. Additional Residents must be approved by Owner/Agent and are subject to full screening procedures. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include, but not be limited to, long-term or regular house guests, live-in baby-sitters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of: any time Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be

required to submit a report to Owner/Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 10 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant," upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to submit an application and screening charge within 10 days of Owner/Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10. days of a successful screening, will be a material violation of this Rental Agreement.

- SUBLETTING: Transfer of any interest in 8. this Rental Agreement or subletting the Premises, or any part, is not permitted without Owner/Agent's written approval. Subletting means allowing anyone to stay in your unit for consideration, including but not limited to nightly or short-term rentals.
- 9. CARE OF PREMISES: Resident agrees to keep all areas of the Premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Resident shall take particular caution regarding the use of cigarettes and other fire hazards. Resident shall not store flammable or hazardous materials. Resident will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the unit or danger for Resident or neighbors living on the Premises. Resident is responsible for all damages to furnishings or Premises caused by his/her negligence or beyond normal wear and tear. Damage from any type of smoke will never be considered normal wear and tear. Resident shall report leaky or defective faucets at once. Resident must pay for any and all damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins. Resident is responsible for replacing lightbulbs and batteries which need replacement during the tenancy.
- 10. BARBECUES/FIRE PITS: Resident must fully comply with all applicable codes and regulations related to the use of barbecues. In many areas, fire codes prohibit the use of either charcoal or propane barbecues on apartment balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. The only exception is the use of electric-style barbecues or the small hibachi-style barbecues that utilize onepound propane cylinders. These may be allowed when kept well away from combustible building surfaces and unplugged or with cylinder removed (as applicable) when not in use. Fire pits are prohibited.
- **11. USE OF AND CHANGES TO PREMISES:** Resident will: (a) use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances on the

## Agreement.

- **16. ACCESS:** Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the unit in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit to prospective buyers or residents. Owner/Agent may enter the unit without consent in an emergency; may enter the unit at any reasonable time with at least 1 days' notice to show the unit to prospective buyers or residents; or may enter the unit at any reasonable time with at least 2 days' notice for all other circumstances.
- 17. ABSENCE: Resident agrees to notify Owner/ Agent of any absence in excess of seven (7) days no later than the first day of absence.
- **18. LEGAL ACTION:** In the event Owner/Agent has to bring an action to enforce any provisions of this Rental Agreement or the Washington Residential Landlord-Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.
- **19. LOCKS:** Doors of Resident's unit should be kept locked. Resident shall notify Owner/ Agent in writing if locks fail to operate. Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident. Resident shall not change the locks without Owner/ Agent's prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed. Owner/Agent is not required to provide lockout services.
- 20. RENTER'S INSURANCE: If renter's insurance is required by this Rental Agreement, the Resident, or all Residents as a group if there are multiple Residents, will obtain and maintain insurance with minimum liability coverage in the amount set forth above. If there are multiple Residents, all must be named insureds on the policy, or at the Residents' option, they may each obtain a policy with limits in the minimum amount listed. Resident will supply Owner/Agent with evidence of such insurance prior to occupying the unit and thereafter upon request. Resident must name Owner/Agent as an additional insured on Resident's renter's insurance policy and authorize the insurer to notify Owner/Agent of: (A) cancellation or nonrenewal of the policy; (B) reduction of policy coverage; or (C) removal of Owner/Agent as an additional insured. Failure to maintain such insurance in full force, or failure to name and maintain Owner/ Agent as an additional insured, will be considered a material non-compliance with this Rental Agreement. If insurance is not required by this Rental Agreement, Resident should maintain renter's insurance to cover Resident's liability to Owner/Agent, as well a as damage or destruction of Resident's property. Whether or not renter's insurance is required, Resident is not a co-insured under, and has no rights to, Owner/Agent's insurance policies. Except to the extent required by law, Owner/Agent is not responsible for, and its insurance does not cover damage or destruction to, Resident's property. Except to the extent prohibited by law, Resident, on behalf of himself/herself and Resident's insurers, hereby waives any right to subrogation against Owner/Agent or its agents, employees or insurers with respect to any loss or damage relating to Resident's property to the extent such loss or damage is covered by Resident's renter's insurance.

Owner/Agent does not waive any subrogation rights its insurers may have.

- 21. CONDUCT: The dwelling unit is to be used only as a dwelling. The dwelling unit may not be used for the conduct of any commercial activity that involves customers or clients coming to the unit (including but not limited to day care) or the delivery or storage of inventory or equipment. Each Resident is responsible for his/her own conduct, as well as that of the other Residents in the unit and their guests. Noisy or other conduct that disturbs the quiet enjoyment of any other resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00 p.m. and 7:00 a.m. the level and/or type of noise emitted from the unit may not exceed what is normal and customary for similar housing. Residents will not be permitted to play in halls, stairways or entrances of buildings, gardens or landscape areas except where specifically permitted by Owner/ Agent. The use, possession, manufacture, or distribution of illegal substances, as defined in either federal or state law, either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/ Agent; or b) stay in his/her unit, as defined in section 7 above, who has had his/her Rental Agreement terminated by Owner/ Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the Premises, shall be considered a material non-compliance with this Rental Agreement. No one will engage in conduct that endangers themselves or others. No one will enter or use any areas of the property that are not intended for use by residents such as roofs, attics, crawl spaces, maintenance shops, etc.
- 22. MALFUNCTIONS: Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall not tamper with the heating system, plumbing system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms or make any alterations of any nature on or to the Premises without the specific written consent of Owner/Agent.
- 23. RESIDENT LOSSES: Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the Premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Resident shall be limited to the rights and remedies specified in the Washington Residential Landlord-Tenant Act.
- 24. CO-SIGNER: If the obligations under this Rental Agreement are guaranteed by a cosigner, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this Rental Agreement.
- **25. COMMUNITY RULES:** Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in Multifamily NW form M132 (Community Rules & Regulations) apply and are incorporated by reference herein.
- PARKING: Off-street parking is for the primary use of Resident's vehicle parking. Second cars, trailers, recreational vehicles,

boats and guest vehicles are allowed, if at all, only in designated spaces. All vehicles parked in the off-street parking must be in running condition capable of operating legally on the street, properly licensed and insured. Any vehicle not complying with these standards will be towed at Resident's expense.

- 27. USE AND CONTROL OF COMMON AREAS: The common areas are for the use of Residents and their lawful guests. Owner/ Agent retains all other control over the common areas. If Owner/Agent excludes a nonresident from the common areas, Resident loses all rights to invite or license the excluded person to enter or remain on the common areas.
- 28. REQUESTS FOR REASONABLE ACCOM-MODATION/ MODIFICATION: As required under federal, state, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to Owner/Agent specifying the nature of the requested accommodation/modification. It is recommended, but not required, that such request be made in writing.
- 29. TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION: If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner/Agent's current rental criteria, this is grounds for termination of tenancy.
- 30. RESCREENING. Each Resident authorizes Owner/Agent to obtain a new or updated consumer credit report and/or an investigative consumer report: if any Resident requests to transfer to another unit; upon any change in either the Owner or Agent; annually; any Resident leaves or a new Resident is approved by Owner/Agent; or for any other valid business purpose. A consumer credit report or an investigative consumer report may include the checking of the Resident's credit, income, employment, rental history, and criminal court records and may include information as to his/her character, general reputation, personal characteristics, and mode of living. Each Resident has the right to request additional disclosures provided under Section 606 (b) of the Fair credit Reporting act, and a written summary of your rights pursuant to Section 609(c). Each Resident has the right to dispute the accuracy of the information provided to the Owner/Agent by the screening company or the credit reporting agency as well as complete and accurate disclosure of the nature and scope of the investigation. Residents agree to reimburse Owner/Agent for the costs of such report(s).
- **31. COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the Premises, and, except as provided below, any other written addenda executed by the parties on or after the date of this Rental Agreement contain the entire understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement or transfer to a new unit, all written addenda executed on or after the date of the original Rental Agreement, to the extent consistent herewith, remain in effect and are incorporated herein.