



WASHINGTON
**SINGLE FAMILY/CONDO/MULTIPLEX
RENTAL AGREEMENT**



<input checked="" type="checkbox"/> MOVE-IN	<input checked="" type="checkbox"/> RENEWAL ORIGINAL MOVE-IN DATE <u>SAMPLE</u>	<input checked="" type="checkbox"/> FILE CHANGES	<input checked="" type="checkbox"/> Section 8 Housing Choice Voucher	<input checked="" type="checkbox"/> Check if there are one or more co-signer agreements related to this Rental Agreement. Failure to check the box does not invalidate any co-signer agreements.	DATE SAMPLE	
PARTIES	PROPERTY NAME SAMPLE			PROPERTY # SAMPLE	COUNTY SAMPLE	
	RESIDENTS: (NAME ALL ADULTS) SAMPLE					
	(COLLECTIVELY "RESIDENT")					
	PREMISES ADDRESS SAMPLE		UNIT # (IF ANY) SAMPLE	CITY SAMPLE	STATE SAMPLE	ZIP SAMPLE
	OWNER /AGENT SAMPLE		OWNER/AGENT EMAIL SAMPLE			
ADDRESS SAMPLE		CITY SAMPLE	STATE SAMPLE	ZIP SAMPLE		
MONTHLY CHARGES	SAMPLE \$ SAMPLE		<input checked="" type="checkbox"/> LEASE TERM BEGINNING: SAMPLE AND ENDING: SAMPLE EARLY TERMINATION FEES IN THE AMOUNT OF \$ SAMPLE MAY APPLY (1.5 TIMES THE MONTHLY STATED RENT IF LEFT BLANK)—SEE SECTION 4 OF THE TERMS AND CONDITIONS			
	SAMPLE \$ SAMPLE					
	SAMPLE \$ SAMPLE		<input checked="" type="checkbox"/> MONTH-TO-MONTH BEGINNING: SAMPLE RENT DUE DATE (IF OTHER THAN FIRST): SAMPLE			
	SAMPLE \$ SAMPLE					
	SAMPLE \$ SAMPLE		DISHONORED CHECK FEE \$ SAMPLE			
	TOTAL MONTHLY CHARGES \$ SAMPLE		UNAUTHORIZED PET FEE \$ SAMPLE			
DEPOSITS	TOTAL DEPOSITS CHARGED \$ SAMPLE		SMOKE ALARM/CARBON MONOXIDE ALARM TAMPERING FEE \$ SAMPLE			
	DEPOSITS PAID \$ SAMPLE		NON-COMPLIANCE FEE (SEE TERMS AND CONDITIONS) \$ SAMPLE			
	BALANCE OF DEPOSITS DUE \$ SAMPLE		OTHER SAMPLE \$ SAMPLE			
	SEE INSTALLMENT PAYMENT AGREEMENT OR SPECIAL PROVISIONS IF BALANCE DUE		LATE RENT PAYMENT FEE: <input checked="" type="checkbox"/> FLAT AMOUNT OF \$ SAMPLE			
	SECURITY DEPOSIT HELD AT:		IMPOSED AFTER THE SAMPLE DAY OF THE MONTH. (IF LEFT BLANK, CHARGE IMPOSED AFTER 4TH DAY OF MONTH) <input checked="" type="checkbox"/> PER DAY @ \$ SAMPLE			
	BANK NAME SAMPLE		<input checked="" type="checkbox"/> 5% OF STATED RENT EVERY 5 DAYS			
BANK ADDRESS SAMPLE						
M/I FEES	TOTAL NON-REFUNDABLE FEES \$ SAMPLE (DESCRIBE ON MOVE-IN ACCOUNTING OR IN SPECIAL PROVISIONS BELOW)		PRO-RATE METHOD: <input checked="" type="checkbox"/> A <input checked="" type="checkbox"/> B <input checked="" type="checkbox"/> C (SEE #1 ON PAGE 2)			
	NON-REFUNDABLE FEES PAID \$ SAMPLE		<input checked="" type="checkbox"/> IF CHECKED, SEE MOVE-IN ACCOUNTING (FORM # M004 WA)			
	BALANCE OF NON-REFUNDABLE FEES DUE \$ SAMPLE SEE INSTALLMENT PAYMENT AGREEMENT OR SPECIAL PROVISIONS IF BALANCE DUE		<input checked="" type="checkbox"/> IF CHECKED, SEE SECOND MONTH'S ACCOUNTING FOR ADDITIONAL CHARGES/ADJUSTMENTS (FORM # M035)			
APPLIANCES	OWNER/AGENT PROVIDES THE FOLLOWING APPLIANCES:					
	<input checked="" type="checkbox"/> WASHER	<input checked="" type="checkbox"/> BARBECUE				
	<input checked="" type="checkbox"/> DRYER	<input checked="" type="checkbox"/> FREEZER				
	<input checked="" type="checkbox"/> REFRIGERATOR	<input checked="" type="checkbox"/> DEHUMIDIFIER				
	<input checked="" type="checkbox"/> DISHWASHER	<input checked="" type="checkbox"/> OTHER SAMPLE				
	<input checked="" type="checkbox"/> STOVE	<input checked="" type="checkbox"/> OTHER SAMPLE				
	<input checked="" type="checkbox"/> MICROWAVE	<input checked="" type="checkbox"/> OTHER SAMPLE				
OTHER OCCUPANTS	NAME	DATE OF BIRTH				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
	SAMPLE	SAMPLE				
VEHICLES	MAKE	MODEL	COLOR	STATE	LICENSE PLATE #	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
	SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE	
PROVISIONS / DISCLOSURES						
SAMPLE						

ALARMS

SMOKE ALARMS & CARBON MONOXIDE ALARMS: Resident acknowledges and Owner/Agent certifies that the unit is equipped with a smoke alarm and, if required, a carbon monoxide alarm and that the smoke alarm and the carbon monoxide alarm have been tested and are operable at this time. It is Resident's responsibility to test the smoke alarm and carbon monoxide alarm at least every six (6) months, replace dead batteries as required, and notify Owner/Agent in writing of any operating deficiencies. Resident shall not remove or tamper with a functioning smoke alarm or carbon monoxide alarm, including removing working batteries, and Owner/Agent may charge a fee of up to \$200.00 for any such conduct.

TYPE OF SMOKE ALARM: BATTERY ELECTRIC ELECTRIC WITH BATTERY BACKUP

TYPE OF CARBON MONOXIDE ALARM: BATTERY ELECTRIC ELECTRIC WITH BATTERY BACKUP

I have received instructions on the proper use of the smoke alarm and carbon monoxide alarm, if applicable.

UTILITIES

PAID FOR / PROVIDED BY:	ELECTRICITY	WATER	SEWER	GARBAGE SERVICE	GARBAGE CONTAINER	BASIC CABLE	GAS	OTHER	SAMPLE	<input checked="" type="checkbox"/> IF CHECKED, SEE UTILITY BILL-BACK ADDENDUM (FORM # M047)
OWNER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
RESIDENT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

THE FOLLOWING UTILITIES OR SERVICES PAID FOR BY RESIDENT WILL BENEFIT OTHER RESIDENTS OR OWNER/AGENT: SAMPLE

ANY YARD INCLUDED IN THE LEASED PREMISES WILL BE MAINTAINED BY: RESIDENT (SEE SECTION 10 FOR MAINTENANCE REQUIREMENTS)
 OWNER/AGENT (SEE SECTION 18 OF THE TERMS AND CONDITIONS BELOW FOR OWNER/AGENT ENTRY RIGHTS)

OTHER

IF CHECKED, PETS ARE NOT ALLOWED AT THIS PROPERTY

IF CHECKED, THE FOLLOWING PETS ARE APPROVED BY OWNER/AGENT—NUMBER & TYPE: SAMPLE

IF CHECKED, RENTER'S INSURANCE IS REQUIRED MINIMUM INSURANCE AMOUNT \$ SAMPLE (\$100,000 IF LEFT BLANK)

INSURANCE COMPANY NAME SAMPLE POLICY # SAMPLE

SMOKING POLICY: SMOKING ALLOWED—ENTIRE PREMISES SMOKING PROHIBITED—ENTIRE PREMISES
 SMOKING ALLOWED IN LIMITED AREAS (SEE SMOKING POLICY ADDENDUM)

MAILBOX: _____

I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS AGREEMENT.

RESIDENT X <u>SAMPLE</u>	DATE <u>SAMPLE</u>	RESIDENT X <u>SAMPLE</u>	DATE <u>SAMPLE</u>
RESIDENT X <u>SAMPLE</u>	DATE <u>SAMPLE</u>	RESIDENT X <u>SAMPLE</u>	DATE <u>SAMPLE</u>
RESIDENT X <u>SAMPLE</u>	DATE <u>SAMPLE</u>	RESIDENT X <u>SAMPLE</u>	DATE <u>SAMPLE</u>

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY SAMPLE PHONE SAMPLE

ADDRESS, CITY, STATE, ZIP SAMPLE

PERSON TO CONTACT IN THE EVENT OF MY DEATH (IF RESIDENT IS THE SOLE RESIDENT OF THE UNIT, ATTACH FORM M034 WA, DESIGNATION OF PERSON TO ACT ON DEATH) SAMPLE PHONE SAMPLE

ADDRESS, CITY, STATE, ZIP SAMPLE

OWNER/AGENT X SAMPLE DATE SAMPLE IF APPLICABLE, REAL ESTATE BROKER APPROVAL

SAMPLE INITIAL SAMPLE DATE SAMPLE

TERMS AND CONDITIONS

1. RENTS: Unless another date is set forth above, all monthly charges are due and payable on the first of the month and must be paid on time. Partial payments will not be accepted without prior Owner/Agent approval. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future rent payments by certified check or money order. Month-to-month rents may be increased with a 30-day 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 current month. NOTE: Unless otherwise specified, the pro-rate shall be based on a 365-day

year. "Rent" shall mean the monthly stated rent and all other periodic payments due from Resident related to the tenancy, including but not limited to pet rent, garage/carport/storage unit rent and washer/dryer rent. To the extent allowed by law, rent also includes late charges, damages, fees and all other amounts payable by Resident to Owner/Agent hereunder.

*Some local jurisdictions require more notice of housing cost increases.

2. NONPAYMENT OF RENT OR OTHER 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.

3. 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/Agent as follows: first to any outstanding amounts due Owner/Agent for damages/repairs, utilities, deposits, fees (including late fees), etc.; second, to any rent

outstanding from prior months; and third, to the current month's rent.

4. EARLY TERMINATION OF FIXED TERM TENANCY: If this Rental Agreement is for a fixed term, failure by Resident to complete the term because of a voluntary termination by Resident or termination by Owner/Agent for a Resident breach will expose Resident to the payment of damages. Upon termination, Owner/Agent may elect to charge Resident one of the following: A) In exchange for a release by Owner/Agent of any obligation by Resident to pay the rent and other monthly charges due for the remainder of the term, payment of the following: (i) the value of all concessions given to Resident by Owner/Agent; (ii) all rent through the date the Premises are vacated; (iii) to the extent not included in (i) and (ii) an amount equal to rent for 30 days after Resident's written notice to vacate, or if no notice, for 30 days after the vacation date; (iv) an early termination fee in the amount set forth on page one; (v) all unpaid fees and other non-rent charges accrued prior to the vacation date; (vi) all damages relating to the condition of the Premises; and (vii) interest on the above

amounts at the statutory rate from the date each was due. B) If Owner/Agent is not releasing Resident from the obligations for the remaining term, payment of all of the following: (i) repayment of concessions; (ii) all rent through the earlier of the date the Premises are re-rented and the fixed term end date (iii) advertising and administrative costs to re-rent the Premises; (iv) concessions given to re-rent the Premises; (v) the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; (vi) damages related to the condition of the Premises; and (vii) interest on all amounts at the statutory rate.

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 Premises 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 Premises 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 Premises" 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 Premises 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.

8. SUBLETTING: Transfer of any interest in 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 Premises 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 Premises 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, batteries and filters which need replacement during the tenancy.

10. YARD MAINTENANCE: If the yard is to be maintained by Resident, it must be maintained in a clean and well-groomed manner, including but not limited to, adequate watering of all lawns and planted areas, mowing and edging the lawn(s), fertilizing the lawn(s) and all plants as needed and removing invasive weeds. Only with Owner/Agent's prior written consent, Resident will properly trim shrubs and trees. If the yard is not adequately maintained, in addition to all other remedies for material non-compliance, Owner/Agent may, after at least 10 days written notice, perform maintenance work on the yard and bill Resident for such work.

11. WINTERIZATION: Resident is responsible to winterize the Premises by placing faucet covers on all exterior hose bibs, draining sprinkler systems and ensuring proper heat of the interior of Premises during the winter months. For any Premises that includes a sidewalk, Resident is responsible for keeping the sidewalk free from snow and ice.

12. 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 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 one-pound 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.

13. 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 Premises in a reasonable manner; (b) immediately obtain, pay for and not allow to be disconnected or discontinued the utilities 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.

14. 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.

15. 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 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 Premises 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 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.

16. JOINT RESPONSIBILITY: Each Resident is jointly and severally responsible for rent, all other performance and financial obligations hereunder and any damage caused to the Premises 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 requalify under Owner/Agent's then-current criteria.

17. 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 Agreement.

- 18. ACCESS:** Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the Premises to prospective buyers or residents. If Owner/Agent is obligated to maintain the yard, Owner/Agent, or its contractors, may enter the yard (but not the dwelling unit) without notice, at reasonable times and with reasonable frequency, to perform the maintenance work. Owner/Agent may enter the Premises without consent in an emergency; may enter the Premises at any reasonable time with at least 1 days' notice to show the Premises to prospective buyers or residents; or may enter the Premises at any reasonable time with at least 2 days' notice for all other circumstances.
- 19. ABSENCE:** Resident agrees to notify Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
- 20. 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.
- 21. LOCKS:** Doors of Resident's Premises 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.
- 22. 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 Premises 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 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.

- 23. CONDUCT:** The dwelling unit is to be used only as a dwelling. The Premises may not be used for the conduct of any commercial activity that involves customers or clients coming to the Premises (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 Premises and their guests. Noisy or other conduct that disturbs the quiet enjoyment of any other resident or neighbors 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 Premises 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 Premises, 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.
- 24. 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.
- 25. 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.
- 26. CO-SIGNER:** If the obligations under this Rental Agreement are guaranteed by a co-signer, 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.
- 27. HOUSE RULES:** Unless Owner/Agent has custom rules and regulations for the property, the rules and regulations contained in Multifamily NW form M204 OR-WA (House Rules & Regulations) apply and are incorporated by reference herein.
- 28. PARKING:** All vehicles parked on the Premises must be in running condition

capable of operating legally on the street, properly licensed and insured.

- 29. 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 of the property of which the Premises is a part. If Owner/Agent excludes a non-resident from the common areas, Resident loses all rights to invite or license the excluded person to enter or remain on the common areas.
- 30. REQUESTS FOR REASONABLE ACCOMMODATION/ 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.
- 31. TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with application for this Premises 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.
- 32. 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).
- 33. SALE OF PROPERTY:** Upon any sale of the Premises, Resident will look solely to the new Owner for all future performance under this Rental Agreement, including but not limited to return of the security deposit. Nothing contained herein makes the new Owner liable for occurrences prior to the sale or releases the selling Owner from liability that accrued during his/her ownership.
- 34. 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.