



The Washington Landlord Association SEATTLE LEASE AGREEMENT

FOR CITY OF SEATTLE ONLY

Agreement: made this 15th day of July, 2020, between Heleas Atki LLC, hereinafter called Landlord, and Robert and Christine Mayer, regardless of number, hereinafter called Tenant(s), for rental of the Premises located at, and commonly known as, 2440 Alki Ave SW # 302 City of Seattle, County of King, Washington, hereinafter called the Premises.

Rental Period: the rental period from the first day of the month and ending on the last day of each month and shall be considered prorated accordingly regardless of what day of the month this agreement is signed or when what day of the month possession is tendered, until either party terminates with written notice.

Term: The term of this Agreement shall be (CHECK ONE ONLY):

a month-month tenancy beginning _____;

If the beginning date above is any other day of the month other than the first, than this agreement shall be considered prorated consistent with the RENTAL PERIOD paragraph above.

OR

a Lease for a term of 12 months beginning July 17th, 2020 and ending July 16th, 2021 *AT NOON*

If a Lease for a term greater than one year, have all signatures notarized and attach a legal description of the Property to this lease as an addendum.

Continuation of Rental Agreement: If this rental agreement is a lease of any period other than month to month then check ONLY one of the following:

Upon expiration of the above-stated term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement, subject to Landlord's right to amend with proper notice.

OR

Upon expiration of the above-stated initial term of Lease, all Tenant(s)'s rights to occupy the premises shall cease without right to extend the term hereof. No further notice of termination is required and this agreement shall constitute a personally delivered notice of termination.

Rent: Payment MUST be paid by check or money order. **Cash is not accepted.** Rent is to be paid in full; partial payment will not be accepted without prior approval. Any acceptance of a partial payment shall not constitute a waiver of the landlord's right to strictly enforce this and any and all other terms of this contract.

Prorated first month's rent: The prorated rent from the commencement of this Rental Agreement to the first day of the following month is \$ 1,233.87, which amount shall be paid (Choose One Only)

at the execution of this Rental Agreement with the first month's rent. *Full Due on 8/1/2020*

Or

with the rent payment due for second month of this Rental Agreement



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

The rental amount: of \$ 2550.00 is to be paid on or before the 1ST day of each month. This is the monthly rental due date and if it is different from the rental period it shall not be construed to modify the rental period in any way.

Change of Terms:

By law the landlord may change any term of this rental agreement with a written notice delivered 30 days prior to the end of the rental term. ***Within Seattle city limits, any rent increase requires 60 day's written notice.**

Late Fee & Grace Period: (Choose One Only)

Rent is to be paid on or before the _____ day of each month. There is NO GRACE PERIOD. If rent is not received on or before that day a late fee of \$_____ will be assessed.

If rent is not paid on or before the 3RD day of the month, a late fee of \$ 25⁰⁰ will be assessed, all of which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

Additional daily late fees of \$ 30⁰⁰ per day will be incurred beginning the day after the first late fee is incurred until the end of that month or until the rent is paid current, all of which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid regardless of any partial payments being tendered and accepted.

Notwithstanding the foregoing, Landlord may issue a Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

All monetary rent payments are applied in the following priority regardless of what any check may say in the memo line:

- (1) Rents as defined in Statute (utilities and deposits on a payment plan are rents)
- (2) Deposits not on installments
- (3) Other fees

Accounting method of oldest charges are paid first applies: LATE CHARGES MAY APPLY if your rent check is not sufficient to cover all outstanding charges and all rents due as applied in the above order of payment application, even if your tendered payment is at or above the monthly rental amount.

Deposits and Fees:

Within the city limits of **Seattle** the total of the deposit, fees that are non-refundable, Screening and application fees or any other fees associated with move in processing (excluding pet deposits that may not exceed 25% of the amount of the first full month's rent) may not exceed the same amount as the first full month's rent. Landlords are prohibited from charging any other one-time fees at the initiation of a tenancy.

Within the city limits of **Seattle** any fee that is non-refundable may not exceed a total of 10% of the first full month's rent. This includes screening report fees, however, screening report fees may be exempt from this ordinance if the screening report cost actually exceeds 10% of the first full month's rent. Any amount for screening report fee that exceeds 10% may be added to the non-refundable fee so long as it does not exceed the customary cost charged by a screening service in the City of Seattle.



The Washington Landlord Association SEATTLE LEASE AGREEMENT

Security Deposit Amount and Location: The total sum of \$ 2550.00 receipt of which is hereby acknowledged, shall be deposited by landlord in a trust account with Chase Bank, located at _____ phone number _____ as a Security Deposit for securing the performance of every Tenant(s) obligation, cleaning, damage etc. Tenant(s) understands and agrees that the Landlord shall be entitled to all interest from such a deposit.

Non-Returnable Fee: The minimum sum of 250.00 (if zero so indicate), (a portion of the damage/cleaning/security fee) is to be retained by the Landlord as a **non-returnable fee**, and will not be returned for any reason. This is for administrative and basic carpet shampoo, paint touch up & cleaning. Liability is not limited by the amount of the deposit or the non-returnable fee. Additional costs will be forwarded to the tenant(s) and is payable 10 days from the date of your damage/cleaning/security disposition.

Security Deposit Function: Tenant(s) deposit is a security deposit and is not simply a damage deposit. It is security against non-payment of any obligation as well as damage. Liability is not limited by the amount of the deposit or the non-returnable fee. Tenant(s) is prohibited from applying any amount of the deposit to rental or other payments owed to the Landlord. Additional costs will be forwarded to the tenant(s) and is payable 10 days from the date of your damage/cleaning/security disposition. At the conclusion of the tenancy, Tenant(s) shall provide Landlord with a single forwarding address to which the deposit accounting and any refund is to be sent. **All or a portion of the remaining balance of the security deposit (after the non-returnable fee) may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:**

- (1) Tenant(s) shall fully perform obligations hereunder and those pursuant to Chapters 59.18 and 59.12 Revised Code of Washington, or as such may be subsequently amended;
- (2) Tenant(s) shall occupy said premises for term agreed to above;
- (3) Tenant(s) shall clean, repair, and restore said residence/premises and return the same to landlord in its initial condition, as evidenced by your Property Condition Report, except for reasonable wear and tear, upon the termination of this tenancy and vacating of residences to the Landlord's satisfaction. Tenant(s) agree that soiling, such as but not limited to, smoke from any source, is not normal wear and tear. A copy of your itemized responsibilities and Property Condition Report is attached;
- (4) Tenant(s) shall surrender to landlord the keys to premises: Door Mail Backdoor Laundry Garage Opener Other If all keys are not returned, a charge may be made to the deposit for the cost of changing the locks to the unit.
- (5) Tenant(s) shall bear the costs to replace or repair any missing or damaged property or fixtures provided by the Landlord.
- (6) Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$ 75.00 per hour, excepting labor performed by parties other than Landlord or agent, which shall be assessed at its actual costs.

Any refund from deposit: As by itemized statement shown to be due to Tenant(s), shall be returned to tenant(s) **within the statutorily dictated number days after termination of this tenancy** and vacating of the premises. The calculation of the days begins at ACTUAL transfer of the property thus it is the Tenant(s) responsibility to make said transfer clear and unambiguous or the Landlord must assume Tenant(s) have not yet surrendered possession. If repairs and itemized costs cannot be ascertained within the required number of days, a good faith estimate will be prepared and set within that required time and a final amount may be adjusted on a final accounting.

Refund to Roommates/Co-Tenant(s): In the case of multiple Tenants, the security deposit shall not be returned until the final Tenant on the agreement has vacated, and Landlord reserves the right to issue any refund check in the name of all Tenants or in the name of the final remaining Tenant. Any refund will be by a single check ONLY and made payable either to all individual Tenant(s) that remain parties to this agreement at its termination regardless of who were parties to this agreement at its inception or who paid any or all of the deposit, or to the last remaining Tenant. It is Tenant(s)'s sole responsibility to allocate any refunded amount between themselves.

Prepayments: Tenant(s) has made a prepayment of last month's rent of \$ 0 (if not so indicate). Tenant(s) is required to pay any difference between the prepayment and the actual last month's rent if rent has increased before the last month of tenancy. Tenant(s) remain responsible for any Pro Rata share of the rents in the event the Tenant(s) remains in sufferance after the final day of the tenancy.



The Washington Landlord Association SEATTLE LEASE AGREEMENT

Monies Received and Due at Signing of this Agreement:

ITEM	CHARGE AMOUNT	PMNT RECEIVED	BALANCE	BALANCE DUE DATE
First Month's Rent- Full Rent			2590 ⁰⁰	8/1/2020
Pro-Rata Rents	1233 ⁸⁷			
Non-Refundable Fees	250 ⁰⁰			
Refundable Security Deposit	2300 ⁰⁰			
Other Payments				
Total	\$ 3838 ⁸⁷	3838 ⁸⁷		

If Eviction proceeding are started then stopped: due to any Tenant(s), guest(s) or invitee(s) breach of this contract or statute followed by the tenant(s) curing said breach, such as but not limited to, tenant(s) paying all outstanding balances after notice or Summons and Complaint etc., the Tenant(s) shall be responsible for any legal fees and costs incurred by the Landlord for partial Eviction proceedings. This includes but is not limited to any lawful step in the process of forcing compliance and/or eviction and does not require that any court case be filed to constitute eviction proceedings.

If for reason of non-payment of rent, Landlord shall give a statutory Notice to Pay Rent or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq. Tenant(s) shall be responsible to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$_____ for preparing and giving the notice, or the actual cost of preparing and serving said notice, whichever is greater, which shall be paid by the deadline for compliance with the Notice.

Notifications: The tenant(s) agrees to comply with any of the following notices upon delivery and pay the corresponding notice service fees: \$_____ fee for any notice authorized by RCW 59.12.030.

Non-sufficient funds: (NSF) check fee is \$_____. If rent check is returned as NSF, late fees as addressed above may also be owed. A NSF check MUST BE REPLACED WITHIN 24-HOURS with a cashier's check or money order for the outstanding rent, late fees, NSF check fee, and posting fee (if applicable). *Once a NSF check is received, all future payment must be in cashier's check or money order. NO PERSONAL CHECKS AND NO CASH ACCEPTED.*

Set Offs: The Tenant(s) understands that they will receive no rent reduction, adjustments, or compensation due to repairs or interruptions of service except as provided by law.

Payments Made to (unless otherwise notified):

Made Payable to: Helen's Alki LLC

Address location: 16405 NE 95th St. # C111, Redmond, WA 98052

Drop Box location (if any): N/A

OR Direct Deposit AT CHASE BANK Routing # 325070760 Acct # 190296869

The Washington Landlord Association | 425-353-6929 | everett@walandlord.com



The Washington Landlord Association SEATTLE LEASE AGREEMENT

Drop Box: If this Landlord has a drop box, it is provided only as a convenience to the Tenant(s). Use of the drop box for payment of rent or any other amount and for providing notices to the Landlord are at the sole risk of loss or theft of the Tenant(s).

Mailed Rent: Rent may be mailed through the United States Postal Service at Tenant(s)'s risk. Any rents late or lost in the mail will be treated as if unpaid until received by the Landlord. Rents mailed must still be received on time to be considered timely regardless of when postmarked.

Payments from non-Tenant(s): Acceptance of any check drawn on the account of any person(s) other than the contracting Tenant(s) or other payment made by others shall not be construed as creating a tenancy or contract relationship of any kind with the person(s) of which, own or drafted said check or made said payment. Such payments are only construed to be made on behalf of the contracting tenant(s).

Lost Payments: If any payment is lost prior to receipt by the Landlord, Tenant(s) agrees to immediately replace the payment at their sole cost. Tenant(s) is strongly encouraged to make all payments directly to the Landlord and to obtain a receipt for all payments.

Rent Increase for Month to Month Tenancy Only: At any time during a month to month tenancy, rent may be increased on 60 days written notice, except for housing cost increases for properties within certain city limits where applicable city ordinance require that if the rent increase exceeds 10% annually, it shall require 60 days' written notice or as any applicable law may otherwise dictate.

Utilities: Tenant(s) shall pay directly for ALL utilities, services and charges provided to the premises, including any and all deposits required, and MUST keep each one current, except for the following, which shall be paid by Landlord:

Paid for by Landlord if initialed by Landlord: ___electricity, garbage, sewer, water, ___natural gas/oil, ___Cable/satellite, ___Internet, ___other described as _____.

Utility/Services Billing Practices: If a utility/service is the responsibility of the Tenant(s) but must remain in the property Landlords name as required by the utility/service then the Tenant(s) must pay amounts charged for utilities within 7 days after Tenant(s) receives the bill or will be considered late and be subject to the same late fee penalties as the rents. *Tenant must call City Light to begin billing themselves when they move in.*
Landlord is entitled to use Tenant(s)'s security deposit to recover unpaid utility charges, and any other amounts due and owing upon move-out.

Landlord is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Tenant(s)'s lack of payment or otherwise.

Tenant(s) shall be responsible for having all utilities they are responsible for disconnected on the day Tenant(s) delivers the Premises back unto Landlord upon termination or expiration of this Rental Agreement.

Crime Free/Nuisance Free Requirement: Tenant(s) agrees and understands that Tenant(s) is responsible for the actions of the Tenant(s), any member of the Tenant(s)'s household, the Tenant(s)'s guests and invitees, and agrees that the Tenant(s) may be evicted for the behavior or violations of other members of the household, guests and invitees. Tenant(s), guests and invitees of either tenant(s) or guests shall not use the premises or any area on or about the premises, including common areas for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including but not limited to, laws prohibiting the use, possession or sale of illegal drugs or drug paraphernalia, as defined by either Washington State or Federal Law. Nor shall Tenant(s), guests and invitees of either tenant(s) or guests use the premises in a manner offensive to others. Nor shall Tenant(s), guests and invitees of either tenant(s) or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant(s) or nearby Tenant(s) or neighbors. Noise must be limited between the hours of 10pm and 8am. And abide by local noise ordinances. Tenant(s) agrees to



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or about the Premises. Violation of any State or Federal Statute or County or City ordinance shall be grounds for the Landlord to immediately issue a notice to terminate. This notice shall be a 20 day notice unless a 3 day notice to quit pursuant to RCW 59.12 is allowed by the specific criminal or nuisance activity, in which case the landlord may use the 3 day notice to quit.

In addition to generally stating the requirement to require a crime free nuisance free leasehold, The Landlord emphasizes a **ZERO TOLERANCE stand on illegal drugs, substance abuse, and gang activity**. Tenant(s) agrees that the following acts are **non-exclusive** examples of behavior that will result in a 3 day notice to quit pursuant to RCW 59.12 as criminal behavior or nuisance:

- (1) Keep premises "drug-free" at all times and will not allow illegal drugs to be used, stored, manufactured, sold, or kept on the premises during the term of this Agreement.
- (2) Not allow use of controlled substances (including alcohol and prescription medications) in a manner that will either:
 - (a) Disturb the peace and quiet of other tenants or neighbors to the premises; or
 - (b) Endanger the health, safety, or well-being of tenant(s), any family member residing on the premises, or a guest or invitee
- (3) Not engage in any gang-related activity on the Premises or not allow member or membership of an illegal gang (the term illegal gang refers to a group or member of a group, of people involved in organized illegal activity or anti-social behaviors).

Hold Harmless/Liability/Actions by Third Parties/ Personal Protection: To the fullest extent permitted by law, Tenant(s) hereby agrees that Landlord and his Agent(s) will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage/theft to any person or property occurring on or about the premises, due to fire, water, or other element or natural event, theft, vandalism, or act by another tenant(s) unless such accident, injury, or damage shall be caused by the negligence of Landlord, its agent(s), family, servants, invitees and/or employees and imposed by law.

Tenant(s) understands that Landlord and his legal representatives do not guarantee, warrant, or assure Tenant(s)'s personal security and are limited in their ability to provide protection. Tenant(s) acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant(s) acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. **Tenant(s) understands that any proactive steps Landlord has taken are neither a guarantee nor a warrant that there will be no criminal acts or that Tenant(s) will be free from violent tendencies of third persons. Tenant(s) has been informed and understands and agrees that personal safety and security are Tenant(s)'s personal responsibility.**

Use/Assignments or Sub-Letting: Tenant(s) shall not use the premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation. Tenant(s) shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Tenant(s) shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named person (include all minors):

Robert Moyer Christine Moyer Moyer
[Signature] Robert Moyer^{III} Adrick Moyer (8)
(12)

Changes to occupancy are not permitted without the prior written approval of Landlord at the Landlord's sole discretion. In the event that Tenant(s) contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Landlord consents thereto and prepares a revised rental Agreement and/or addendum, which shall be signed by all Tenant(s). Should Landlord agree to any sublet, assignment or change in occupancy, the vacating Tenant(s) recognizes that any prepayments, fees or refundable deposits will be assigned to the successor Tenant(s) and any refund shall be made solely to all the successor Tenant(s) at the termination of tenancy.



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

It is hereby understood and agreed that the consent by Landlord to an assignment or sublease by Tenant(s) shall not constitute consent to future assignments or sublease and in all events Tenant(s) shall remain fully liable for all obligations of Tenant(s) hereunder.

Tenant(s) who have guests that have access keys and who are permitted to stay in the unit without the accompaniment of said lessee, **must be screened and approved by the Landlord at the tenant(s)'s expense.** A guest staying over total of a 7 days in any 12 month period will be considered an occupant(s) in need of approval. If said party fails to be screened and approved by management said party(s) shall be considered an unauthorized tenant(s) and a violation of this contract. For each additional child/adult taking up permanent residency the landlord may increase the rent without further notice and upon new tenant(s) approval by a charge of \$ 75⁰⁰ each.

Pets and Animals: (choose only one)

If checked, absolutely no animals Except for service or companion animals as defined in law and properly and lawfully requested, Tenant(s) shall be allowed.

If checked, pets are allowed subject to the conditions below and any additional addenda included with this rental agreement.

A \$ _____ **NON-REFUNDABLE pet fee** must be paid before any pet is allowed.

A \$ _____ **Refundable pet deposit** must be paid before any pet is allowed.

Within the **City of Seattle** the pet deposit may not exceed 25% of the first full month's rent.

Except for service or companion animals as defined in law and properly and lawfully requested, Tenant(s) shall maintain NO pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or guests to do so, other than

(Be specific, list quantity, type of pet, weight limit, etc.). No pet noise shall be allowed to escape from the property or to disturb neighbors. It is Tenant(s)'s responsibility to clean-up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys, and neighboring properties. If pets are maintained on the Premises, whether or not authorized by this Agreement, Tenant(s) assumes all costs of restoring premises as a result of any pet or animal on the premises including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, yard restoration, and cost to analyze floors for presence of animal urine/waste or pest infestation should analysis disclose the presence of such damage. These policies include "guest pets". No "pet-sitting" is allowed and the policies include "pet-sitting" animals as well. No pets are to be added or substituted without Landlord's/Agent's written permission.

If a pet becomes a problem in the sole opinion of the Landlord, Landlord reserves the right to require that a pet be removed from the property with 10 days written notice. Once a pet has been removed from the property, the pet refundable deposit shall not be dispositioned and/or returned until the termination of the tenancy and then in accordance with Washington law on disposition of deposits.

Companion animals requested by the Tenant(s), which are not already owned by the Tenant(s) at the time of the commencement of the tenancy, shall be subject to any breed and weight restrictions in any pet and dog addenda and/or rules and regulations.

If Tenant(s) has pets, service or companion animals, they must be secured during maintenance work. If not, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be Tenant(s)'s sole responsibility to pay or reimburse for that incomplete appointment and to schedule the completion of the work after the animal has been secured.

Access for RE-Renting/Selling: The Tenant(s) agrees to cooperate with the Landlords right show said Premises to prospective Tenant(s) for a period of 30 days prior to the expiration of the Rental Agreement, or after a notice to terminate is given. Access shall include right to



The Washington Landlord Association
SEATTLE LEASE AGREEMENT

post for rent or sale signs. Landlord shall give the tenant(s) 24 hours' notice of intent to show the Premises as per Washington Law, unless the tenant(s) agrees that the Premises may be shown on shorter notice.

Access for All Other Reasons: Landlord/Agent shall have the right to enter the unit during reasonable times for the purposes of, inspecting, making necessary or agreed repairs, alterations, or improvements, or supplying necessary or agreed services with the consent of tenant(s). Unless it is impractical to do so due to emergency, Landlord/Agent shall give tenant(s) two (2) day notice of such intent. Landlord/Agent may enter without the consent of tenant(s) in case of emergency or abandonment. Tenant may not unreasonably deny access.

Smoke and CO Detection:

(A) Smoke Detection Devices in this residence are: (check one) [X] Smoke hard wired [X] CO battery operated.

It is the responsibility of Tenant(s) to maintain all smoke detection devices, including replacement of any batteries. Tenant(s) shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. A Tenant(s) failing to comply with the provisions of this paragraph can be fined up to \$200.00 in accordance with RCW 43.44.110/WAC 212.10.050. Tenant(s)'s initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. Tenant(s) to initial: [Handwritten initials]

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant(s) also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the Landlord/agent in writing.

The property (check one) [X] does or [] does not have a fire sprinkler system

The property (check one) [X] does or [] does not have a fire alarm system

The property (check one) [X] does or [] does not have a smoking policy. The smoking policy has been provided to the tenant(s) if any.

[Handwritten initials] acknowledge receipt of same.

The property (check one) [] does or [X] does not have an emergency notification plan for occupants. The emergency notification plan has been provided to the tenant(s) if any.

[Handwritten initials] acknowledge receipt of same.

The property (check one) [] does or [X] does not have an emergency relocation plan for occupants. The emergency relocation plan has been provided to the tenant(s) if any.

[Handwritten initials] acknowledge receipt of same.

The property (check one) [] does or [X] does not have an emergency evacuation plan for occupants. The emergency evacuation plan has been provided to the tenant(s) if any.



The Washington Landlord Association SEATTLE LEASE AGREEMENT

mom acknowledge receipt of same.

(B) **Carbon Monoxide Devices in this residence are:** (check one) hard-wired battery operated plug-in w/battery backup.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. It is the responsibility of the Tenant(s) to maintain all carbon monoxide detection devices, including replacement of any batteries. Tenant(s) shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices. Tenant(s)'s initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is the tenant(s)'s responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenant(s)'s failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant(s) also agrees to test the carbon monoxide detector for proper operation once a month and report any malfunctions to the Landlord/agent in writing. **Tenant(s) to initial:** *mom*

Water Heater: PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set no higher than 120 degrees Fahrenheit. Tenant(s) acknowledges that, if accessible, Tenant(s) has inspected the hot-water heater and to the best of Tenant(s)'s knowledge does not believe it to be set higher than 120 degrees Fahrenheit. **Tenant(s) to Initial:** *mom*

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant(s) acknowledges receipt of a federally approved pamphlet on lead poisoning prevention **Tenant(s) to Initial:** *mom*

Tenant(s)'s Obligations and Conduct: Tenant(s): *By initialing, below you acknowledge all of these requirements unless the Landlord has written NA for Not Applicable or SAA for See Attached Addenda.*

mom (1) Tenant(s) is responsible for self, family members, visitors, guests, invitee, licensee, or other persons acting under his control on or in premises.

mom (2) To keep said premises, including but not limited to both private and common areas such as parking area, patio, lanai and storage areas, furnishings, appliances, floor coverings, draperies and blinds and smoke/CO detectors in a state of good maintenance and clean and sanitary condition. Keep sidewalks, hallways and entryways free and clear of obstruction, clutter and debris such as but not limited to mops, brooms or toys;

mom (3) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by tenant(s) and take all reasonable steps to keep and maintain the property free of all infestation;

mom (4) To properly use and operate all electrical, gas, heating, plumbing facilities, fixture and appliances. To maintain the temperature of the residence sufficiently high so as to prevent breakage of pipes and otherwise and take other precautions to prevent pipes from freezing;

mom (5) To not intentionally or negligently modify, destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances. This includes, but is not limited to, additions, painting or



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

improvements to the premises, re-keying or changes or adding of additional locks, addition of burglar alarms, telephone or cable T.V. jacks, installation of any wires, cables or aerials for radio, cable, television or satellite purposes on the roof or other parts of the Premises without the prior written approval of Landlord. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Tenant(s) and shall become the property of Landlord and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises.

Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the owner. All satellite equipment and cabling must be contained within space under the tenant(s)'s direct control per the lease agreement, not within or accessible from common areas. Tenant(s) is responsible for damage due to the use of tacks, nails, or adhesives on walls or woodwork. Tenant(s) shall reimburse Landlord immediately upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble such as clogs etc.) caused by negligence or improper use by Tenant(s), their invitees, family or guests. Landlord's failure or delay in demanding damage reimbursements, due from Tenant(s) shall not be deemed a waiver thereof; and Landlord may demand the same at any time;

Cam (6) Not to permit a nuisance or common waste;

Cam (7) No smoking is allowed in or on the property unless the Landlord/agent provides an alternative smoking policy addendum as an attachment to the agreement. Smoking of any kind done without or in a way inconsistent with any attached addendum shall be a material breach of the contract and Tenant(s) understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Landlord installed fireplaces), shall not constitute normal wear resulting from ordinary use of the premises. The cost of such repair, which shall be borne by

Tenant(s), may include but not limited to the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing carpeting or padding as well as termination of the tenancy and/or eviction;

Cam (8) Provide Landlord with up-to-date contact phone number at all times and within 2 days of any change, including but not limited to emergency contact info;

Cam (9) Noise is to be confined to inside of residence;

Cam (10) To prevent the growth of MOLDS tenant(s) agrees not to allow heat temperatures to drop below 55 degrees and to always use proper venting inside unit, i.e. use Bathroom fan and open windows, weather permitting, storing possessions and furniture so as to provide for air circulation, removing condensation from windows and other surfaces etc. Tenant(s) agrees to promptly notify Landlord of the presence of mold or mildew. Also to properly use cleaners such as Bleach or Alcohol base cleanser. The tenant(s) has been provided a copy of the mold addendum;

Cam (11) There is no use of Drano/liquid plumber or any other such product in any plumbing in your residence. If you choose to use such product and damages to plumbing occurs you will be responsible for cost. Tenant(s) are to relieve stoppage of drains and maintain screens on all drains;

Cam (12) Aluminum foil is not to be used to cover drip pans on stove; doing so may burn out the element. If you choose to use the foil and element burns out you will be responsible for repair cost;

Cam (13) To notify and deliver to Landlord any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Landlord by any governmental agency resulting from a Tenant(s)'s negligent behavior, including but not limited to, a failure to observe burn bans, or Tenant(s)'s maintenance of a nuisance shall be the responsibility of the Tenant(s) to pay;



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

[Signature] (14) Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Tenant(s) agrees to reimburse Landlord for any increase that might occur for violation of this rule within 10 days of being presented proof of such increase;

[Signature] (15) Tenant(s) agrees to provide immediate written notice to Landlord regarding any habitability or maintenance issues as soon as the defect is noted and to give Landlord the opportunity to cure the defective condition prior to exercising any other option granted to the Tenant(s) under law. Failure to do so will be considered a material breach of this contract and the tenant(s) agrees that this requirement to report any maintenance needs immediately means the landlord has the right to rely on the absence of such reports as meaning there are no maintenance needs or issues. Landlord is under no obligation to correct or repair any defective conditions caused by the Tenant(s);

[Signature] (16) Keys for unit should not be copied nor given to anyone other than those listed on lease or authorized occupant without the Landlord's prior written consent;

[Signature] (17) Tenant(s) destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets Shall Shall not be shampooed by Tenant(s) upon vacancy. If carpets are new or Landlord had carpets professionally shampooed prior to Tenant(s)'s occupancy as indicated on the Property Condition Checklist form and landlord has checked the "shall" box in this paragraph, Tenant(s) shall also pay for professionally shampooing the same. Tenant(s) shall obtain area rugs or other coverings to protect hardwood floors if applicable;

[Signature] (18) When applicable, mow, trim and water grass & lawns, fertilize, weed and otherwise maintain those elements in good health and in an appearance consistent with the character of the surrounding neighborhood. Landlord reserves the right to have professional gardeners maintain the yard at Tenant(s)'s expense should Tenant(s) fail to comply with the preceding sentence. To keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice;

[Signature] (19) Tenant(s) must fully comply with the Crime Free/Nuisance Free Requirement paragraph of this rental agreement;

[Signature] (20) Tenant(s) shall be responsible for any damage resulting from windows or doors left open;

[Signature] (21) In the event that the tenant(s) request testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the tenant(s), the tenant(s) must pay for all actual service call charges;

[Signature] (22) To inspect and maintain in compliance with the information tag thereon all Landlord supplied fire extinguishers, should there be any. Any fire extinguishers supplied are without charge for convenience of Tenant(s) only and no warranty is made as to their sufficiency for the premises;

[Signature] (23) Tenant(s) agrees to not store any hazardous material including but not limited to asbestos, petroleum and petroleum by-products, old batteries, or paint on the premises or Property;

[Signature] (24) Tenant(s) agree to not use, install, allow or support any attractive nuisance items including, but not limited to, trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury;

[Signature] (25) Tenant(s) are not to install a water bed without the prior written approval of Landlord. If permission is granted to use a waterbed, Tenant(s) shall obtain an insurance policy to protect Landlord from any damage which may be caused thereby. No aquariums or other unusually heavy objects are permitted on the premises without Landlord's written consent;



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

John (26) Vehicles to be parked in garage, under carport, in assigned parking spot only, in driveway, or side of street. No vehicles of any kind are to be parked on the grass or yard. No motorcycle (unless licensed for street driving), ATV, trailers or other such vehicles shall be parked on the property. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

John (27) No mechanical work to be performed on site;

John (28) Garage, carport and driveway are to be kept neat and tidy at all times;

John (29) Use of any Grill, Hibachi, or Smoker within 10 ft. of any building or overhang is prohibited;

John (30) Not to move, disconnect or remove any Landlord provided appliance without Landlord's written consent;

John (31) To execute (sign and date) any and all revisions of this rental agreement upon request;

John (32) To pay all rent and other charges promptly when due or assessed, including utilities for which Tenant(s) is responsible. Tenant(s) shall reimburse Owner immediately upon demand in the amount of the loss, property damage, or cost of repairs or service caused by negligence or improper use by Tenant(s), their invitees, family or guests. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Tenant(s) shall not be deemed a waiver thereof; and Owner may demand the same at any time;

John (33) Upon proper notice or emergency circumstances allow the Landlord or its agent(s) to enter the premises.

Multiple Notices: Any 3 notices lawfully issued by Landlord for Breach of this rental contract within 12 months, may Result in an un-curable breach and result in a 20 day notice of termination at the landlords sole discretion.

After-Hours Lockout Clause: If Tenant(s) misplace keys to the rented premises, Tenant(s) are to contact a locksmith to allow entry at their own expense. If no locksmith is available actual charges for the cost of service will be billed. Landlord or offsite management reserves the right to charge a "lockout fee" at any time and onsite management reserves the right to do so after house, not to exceed \$____ and to be payable upon entry. Management does not guarantee "lock out" service to be available.

Repairs by Tenant(s): Are forbidden without prior written consent. Landlord must be notified in advance and must also approve in writing, any and all repairs, including but not limited to materials used and persons providing labor and services. Landlord reserves the right to make said repairs at tenant(s)'s expense to control quality and timeliness.

Delivery of Premises: If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be reduced in a prorated amount until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant(s) for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within ____ days of the commencement of the term of this Agreement, Tenant(s) may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant(s) to Landlord shall be refunded to Tenant(s).

Possession At Commencement of Term: Tenant(s) shall not be entitled to possession of the premises designated for Rental Agreement until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full unless other payment arrangements are indicated in writing in this agreement and the premises designated for Rental Agreement is vacated by the prior tenant(s). Landlord/Management shall not be liable for any damages claimed by the Tenant(s) for any delay in the commencement date subject to the paragraph above.

The Washington Landlord Association | 425-353-6929 | everett@walandlord.com



The Washington Landlord Association SEATTLE LEASE AGREEMENT

Tenant(s) Examination and Acceptance of Premises: At the commencement of the tenancy, Landlord shall provide Tenant(s) with a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises. Said checklist or statement shall be signed and dated by Landlord and Tenant(s), and Tenant(s) shall be provided with a copy of the signed checklist or statement. Tenant(s) acknowledges that he has examined the Premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and Tenant(s) agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing in a separate maintenance order. Tenant(s) takes premises in its AS-IS condition. Tenant(s) shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Tenant(s) will bear the cost of any cleaning or repair performed by Landlord to restore the premises to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use of the Premises. Tenant(s) is responsible for rent lost by Landlord while performing repairs and/or cleaning because of Tenant(s) failure to comply with the foregoing. The Property Condition Checklist will be used to determine the refund of security deposit at the end of this tenancy.

Tenant(s) agrees that within seven days of taking possession of the premises but no sooner than three days of taking possession of the premises, the tenant(s) MUST, as a material condition of this contract, ratify the move in condition report by amending the move in report accordingly, re-initialing each page and change, accurately dating each of those changes including each set of new initials, and signing and dating the follow up report. FAILURE TO DO THIS ACCURATELY AND TIMELY WILL RESULT IN A TEN DAY NOTICE TO COMPLY OR VACATE.

Vacating Premises: If proper notice is not given, tenant(s) will be responsible for next month rent pursuant to RCW 59.18.310.

Tenant(s) understands that this tenancy shall terminate at 12:00 a.m./ p.m. (circle one) on the last day of occupancy. It is Tenant(s)'s obligation to have the premises vacant and thoroughly clean by that hour.

20-Days written notice is required and means at the end of a specific lease or month to month period, termination shall be by written notice of at least 20 days, preceding the end (last day) of any such monthly rental period, given by either party to the other. That means notice must not simply be 20 calendar days ending any day other than the last day of a rental period but must include BOTH 20 days AND end on the LAST day of a rental or lease period. If full and proper notice is not given then one additional month's rent is allowed by law.

Walk through of premises must be scheduled prior to move out and during office hours. Failure to schedule or complete a walk through is the fault of the tenant(s) and the tenant(s) agrees said failure shall result in forfeit of all rights to contest charges.

Tenant(s) acknowledges and agrees that if the tenant(s) vacates but fails to return keys or otherwise dispositively return possession to the landlord by providing ACTUAL knowledge of vacating and surrendering possession, the statutory period for providing the final disposition report and any refund due to the tenant(s), has not begun to run until such time as the landlord can determine with actual knowledge that

the landlord has the legal right to take possession of said premises. It is the tenant(s)'s responsibility to not leave the landlord guessing as to whether or not the tenant(s) has actually vacated with intent not to return.

Any items left behind in the unit by the Tenant(s) after termination of tenancy will be handled as required under RCW 59.18.310.

Tenant(s) understand that if Tenant(s) or their guest fail to comply with this agreement and or any Federal, State or local law or ordinance and Tenant(s) occupancy is terminated for cause, such as any notice to comply which is not complied with, even if the tenant(s) vacates the unit during the period of the notice, that the Tenant(s) shall remain liable for the rent through the end of the lease term or the next month in the case of a month-to-month tenancy.

Cost and Attorney's Fees: As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover to the fullest extent permissible by law its reasonable attorney's fees and court costs incurred in the event any action, suit or proceeding



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

commenced to enforce the terms of this Agreement. This includes prejudgment interest at the judgment rate from the date of default. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located. Tenant(s) shall pay all reasonable attorney's fees arising from any action necessary by the landlord to enforce any part of this agreement. Nothing in this paragraph shall be construed to require the landlord to complete and prevail in a legal action for purposes of charging the tenant(s) for notices or partial legal proceedings lawfully initiated when the breach is subsequently corrected by the tenant(s).

Property Damage – Destruction of Property: In case of partial destruction or injury to said premises by fire, the elements, or other casualty, the Landlord shall repair the damage within a reasonable time after notification to him of such destruction or damage. Tenant(s) acknowledges and agrees that the Tenant(s) shall be charged and will be financially liable for any work done by the Landlord or its agents stemming from any such partial destruction or injury to said premises, common areas and any other occupied or vacant units caused by the Tenant(s), any member of the Tenant(s)'s household or Tenant(s)'s guest or invitees.

In the event the premises are in the Landlord's judgment unrepairable due to the damages, the rent shall cease as of the date the damage occurred and this Rental Agreement shall become a fixed term Rental Agreement with a termination date of the date of the damage. No further notice by the Landlord will be required to terminate the Agreement. The Tenant(s) agree to vacate immediately in such case.

Nothing in this lease or rental agreement, including but not limited to the language of this paragraph shall obligate the Landlord to repair any damages caused by the Tenant(s) or Tenant(s)'s guests or invitees nor to relocate the Tenant(s) during any period following such damages and during any repair of such damages. If Landlord chooses to make such repairs, the Tenant(s) shall fully reimburse Landlord for the total costs of such repairs within ten (10) days of receipt of a billing statement. Further, in the event such damages are caused by the Tenant(s) or Tenant(s)'s guests or invitees, the Tenant(s) shall not be entitled to terminate this lease or rental agreement without remaining liable for rent through the term of the agreement nor shall the Tenant(s) be entitled to any reduction in the rent.

In the case of destruction of the rental premises, as determined solely by the Landlord, Landlord shall have the absolute right, even if the unit is not condemned by a governmental agency, to convert this agreement to a fixed term Rental Agreement with a termination date of the date of the damage. No further notice by the Landlord will be required to terminate the Agreement. The Tenant(s) agree to vacate immediately in such case. Landlord shall have no duty to relocate Tenant(s) for any period of time, nor compensate Tenant(s) for any costs of Tenant(s)'s voluntary relocation due to any casualty or cause from a source other than the intentional acts of Landlord, which renders the Premises uninhabitable or without power, water or heat.

Renters Insurance: (Choose One)

Renter's insurance is required. Tenant(s) agrees to obtain insurance protecting the Tenant(s) property and the Premises from loss or damage caused by Tenant(s)/Guest or Tenant(s)'s Guest's negligence or events of weather or natural events, vandalism or other criminal acts and understands that any insurance that Landlord maintains is not for the benefit of Tenant(s). A minimum of \$30,000.00 dollars of liability coverage needs to be obtained. Tenant(s) is is not required to add landlord as additional payee provide proof of current renter's insurance policy within 14 days of occupancy, and again at policy or lease renewal or upon written demand.

Renter's insurance is recommended. It is highly recommended that Tenant(s) obtain renter's insurance to protect Tenant(s)'s personal property and to cover Tenant(s)'s liability for Tenant(s)'s or its guest's negligence. Tenant(s) is responsible for all damage caused to the premises as a result of the negligence of Tenant(s), its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.



The Washington Landlord Association **SEATTLE LEASE AGREEMENT**

Non-Waiver of Breach and Severability: The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable. Tenant(s) further agrees that acceptance of rent by the Landlord from the tenant(s) or any person or entity on the Tenant(s)'s behalf shall not be construed in any way as a waiver of Landlord's right to enforce a previously issued notice under RCW 59.12 or use actions of the Tenant(s) or Tenant(s)'s guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice authorized by RCW 59.12.

Subordination/Liens/Sales: Landlord may mortgage the Premises or Property or grant deeds of trust with respect thereto. Tenant(s) agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be place upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Tenant(s) shall execute and deliver at the place that the Tenant(s) usually pays the rent, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes. If the Landlord sends out an Estoppel Certificate to the Tenant(s) and the Tenant(s) fails to return the Certificate to the Landlord timely, all of the information on that Certificate shall be deemed true and correct. Failure to return the Estoppel Certificate within the time period above shall be grounds for termination of this Rental Agreement.

Integration and General Terms: This agreement and its addenda are the final and entire agreement. No oral agreements or representations have been entered into or made with respect to this Agreement. This Agreement shall not be modified except in writing signed by both Landlord and all Tenant(s). Tenant(s) expressly represent that he or she is of legal age to contract in this state. Each Tenant(s) is jointly and severally liable for each provision of this Agreement. Time is of the essence of this Agreement. Neither this Agreement nor any addenda/memorandum thereof may be recorded with any county without the express written consent of Landlord.

Early Termination: If Tenant(s) wrongfully quits and terminates the dwelling unit during the term of a lease, the Landlord shall make reasonable efforts to make the dwelling unit available for rental. If Landlord rents the dwelling unit for term beginning before the expiration of this Rental Agreement, this Rental Agreement terminates as of the commencement date of the new tenancy. If, after making reasonable efforts to make the dwelling unit available for rental after the abandonment, Landlord fails to re-rent the premises for a rental rate that is equal or greater than the rent due under this Agreement during the term, Tenant(s) shall be liable for the entire rent or the difference in rental, whichever may be appropriate, for the remainder of the term.

Misstatements on Application: Tenant(s) has completed an application in connection with executing this Rental Agreement. Payments for said application and screening and credit reports are non-refundable. Tenant(s) warrants the accuracy of all information contained in the rental application. Landlord has relied upon the statements set forth in said application and results of said screening and credit report in deciding to rent the Premises to Tenant(s). Tenant(s) authorizes the Landlord to obtain supplementary credit reports at any time during the Tenant(s)'s occupancy of the premises at the owner's expense. It is agreed that should Landlord subsequently discover any misstatements of fact in the Tenant(s)'s application, such misstatements shall be deemed a material and incurable breach of this Rental Agreement and shall entitle Landlord to serve Tenant(s) with a three-day notice terminating the tenancy under RCW 59.12.030(6).

Landlord/Agent and Tenant(s) are each advised to seek independent legal advice on matters arising from use of this form.



The Washington Landlord Association SEATTLE LEASE AGREEMENT

Additional Clause/Requirements:

See addendum

Additional Addenda/Documents Incorporated as Part of This Agreement: (Tenant(s)'s Initials Acknowledge Receipt)

- A. cmf 2 Property Condition Checklist (Required whenever a refundable deposit is collected)
- B. cmf 2 Lead Based Paint Pamphlet (Required for pre-1978 Properties)
- C. cmf 2 Lead Based Paint Disclosure Addendum (Required for pre-1978 Properties)
- D. cmf 2 Washington Health Department Mold Handout (Required as of July 24, 2005)
- E. cmf 2 BPD Landlord-Tenant Law Summaries & Attorney General's Landlord-Tenant Summaries (Required for Seattle Properties)
- F. cmf 3 Deposit Payment Plan Addendum (Required for Seattle Properties)
- G. cmf 3 Rental Registration & Inspection Ordinance (RRIO) Property Registration (Required for Seattle Properties)

Optional Addenda: (Tenant(s)'s Initials Acknowledge Receipt)

- cmf 3 Additional Rules and Regulations
- ___ Satellite Dish Addendum
- ___ Pet Addendum
- cmf 3 Smoking Addendum
- ___ HOA rules, bylaws and/or CC&R's

Resident acknowledges that Landlord has provided Resident with applicable, if any, Homeowners Association ("HOA") policies, declarations, or bylaws. Resident's failure to review any applicable HOA policies, bylaws, declarations or covenants shall not relieve Resident from complying with the same.

___ Other: _____
___ Other: _____
___ Other: _____

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

<u>cmf 3</u>	<u>7/15/20</u>	<u>[Signature]</u>	<u>7/15/20</u>
Tenant	Date	Tenant	Date



The Washington Landlord Association
SEATTLE LEASE AGREEMENT

Tenant

Landlord/Agent

Date

Date

Tenant

Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) cm Lessee has received copies of all information listed above.

(d) cr Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) cm Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>cm</u> Lessor	<u>7/15/20</u> Date		
		Lessor	Date
<u>[Signature]</u> Lessee	<u>7/15/20</u> Date		
		Lessee	Date
<u>[Signature]</u> Agent	<u>7/15/20</u> Date		
		Agent	Date

WLA recommends that you consult an attorney prior to selection and use of this form. WLA does not represent or guarantee your selection or execution of this form as appropriate for all circumstances. For WLA member use only. No representation is made as to the sufficiency or tax consequences of this form. Rev 10/17

**SMOKE DETECTOR NOTICE
AND
FIRE SAFETY AND PROTECTION INFORMATION**

RCW 43.44.110(3)

The dwelling unit located at 2440 Alki Ave Sw, Apt. 302, City of Seattle, King County, Washington has been equipped with smoke detection device(s) as required by RCW 43.44.110(3) and WAC 212-10.

1. The above described smoke detection device(s) are (check one) hard-wired or battery powered. The resident shall maintain these devices in proper operating condition according to the manufacturer's directions, including the replacement of batteries where required for the proper operation of the Smoke Detection Device(s). Failure to do so may subject the resident to a fine of not more than \$200 pursuant to law, and is also grounds for eviction.
Resident and owner/manager have conducted an inspection of the Smoke Detection Device(s) and acknowledge they are in proper operating condition.
2. The property (check one) does does not have a fire sprinkler system.
3. The property (check one) does does not have a fire alarm system.
4. The property (check one) does does not have a smoking policy. If there is such policy, the resident acknowledges receipt of a copy thereof: ARCS (initial)
5. The property (check one) does does not have an emergency evacuation plan. If there is such plan, the resident acknowledges receipt of a copy thereof: _____ (initial)
6. The subject property (check one) does does not have an emergency relocation plan for the residents. If there is such a plan, the resident acknowledges receipt of a copy thereof: _____ (initial)
7. The subject property (check one) does does not have an emergency notification plan. If there is such a plan, the resident acknowledges receipt of a copy thereof: _____ (initial)

Dated this 7 day of 15, 2020

C. Meyer
Resident - Signature

[Signature]
Owner/Agent - Signature

[Signature]
Resident - Signature

Resident - Signature

Resident - Signature

Resident - Signature

CRIME FREE/DRUG FREE RENTAL ADDENDUM
IT IS THE INTENTION OF THE MANAGEMENT AND OF THE RESIDENT TO HAVE A CRIME-FREE
AND DRUG-FREE RESIDENCE. THEREFORE:

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner or Management and Resident agree as follows:

Drug-related criminal activity is strictly prohibited. Criminal activity is also prohibited. These activities are prohibited within the dwelling unit, near the dwelling unit, or upon the property controlled by the management, which includes the parking area, ingress and egress areas, and all other common areas. Drug-related criminal activity or criminal activity is a material breach of the rental agreement and is CAUSE FOR TERMINATION OF THE TENANCY.

Drug-related criminal activity includes, but is not limited to, any behavior which violates the Uniform Controlled Substance Act of the Revised Code of Washington (RCW 69.41, 69.51, 69.51A, 69.52) or the Federal Controlled Substance Act (21 USC 802).

1. Drug-related criminal activity includes, but is not limited to: the manufacturing, distribution, possession, storage, possession with intent to manufacture, or dispensing of a controlled substance or a counterfeit substance. Drug-related criminal activity may also include the attempt to manufacture, distribute, or possess a controlled substance or counterfeit substance. Drug-related criminal activity may also include the possession or storage of materials known as "precursors," that is, materials used to manufacture or used in the attempt to manufacture controlled substances.
2. Criminal activity includes, but is not limited to the following behavior: prostitution (RCW 9A.88); criminal street gang activity (RCW 9A.84); threatening or intimidating others (RCW 9A.46); assault (RCW 9A.36 and 9A.44) the unlawful use of a firearm or other weapon (RCW 9.41); damage to property (RCW 9A.48); theft of property (RCW 9A.56); burglary or car prowls (9A.40); or any other nuisance-type activities.
3. It shall also be a material breach of the lease agreement if there is behavior that otherwise violates the lease agreement or if there is behavior that jeopardizes the health, safety and welfare of the landlord, his agent or others living or visiting the property.
4. The management and resident agree that the resident is responsible for his or her own behavior, the behavior of any member of the resident's household, or guest or any other person the resident has control over, or should reasonably have control over.
5. It shall be a material violation of the rental agreement if any of these described persons commit a crime, attempt to commit a crime or help others commit a crime either within the residence or upon the property controlled by management, or if the dwelling unit is used by anyone to engage in any prohibited behavior.
6. A single violation of any provisions of this addendum shall be deemed a serious and material violation of the lease agreement and shall cause the immediate termination of the lease. There is no "good cause" requirement in Washington for lease terminations. A criminal conviction is not required as proof of violation. Proof of violation by a preponderance of the evidence is required. The process for termination and or eviction shall be controlled by the Everett Municipal code and the Revised Code of the Washington.
7. In case of conflict between the provisions of this addendum and the lease, the provisions of the addendum shall govern.

The ADDENDUM is incorporated into the lease upon execution by the resident and management upon initial leasing of the dwelling unit or upon renewal of the lease.

Resident's Signature: CMayer
Date: 2/15/20

Resident's Signature: [Signature]
Date: 2/15/20

Property Manager's Signature: [Signature]
Date: 2/15/20

CO DETECTOR & HOT WATER HEATER RELEASE

Tenant Name(s): Robert And Christine Mayer Date: 7/15/2020
Address: 2440 Alki Ave SW Seattle WA 98116 Phone: 425 283 9895
Street City State Zip

CO DETECTOR RELEASE

I/We, the undersigned, have personally checked the Carbon Monoxide detector(s) in the unit which are provided according to Washington State Law RCW 43.44.110 and 59.18 and find them to be in working order. I/We understand that the Landlord-Tenant Law of the State of Washington requires me/us to maintain the detector(s) and keep fresh batteries in the mechanisms and my/our failure to do so absolves the landlord, or agent from any responsibility for losses due to my/our non-compliance with the law or malfunction of the alarm.

X CMayer 7/15/20
Tenant - Signature Date

X [Signature] 7/15/20
Tenant - Signature Date

X _____
Tenant - Signature Date

HOT WATER HEATER SETTING RELEASE

I/We, the undersigned, have personally checked the water heater in the unit and affirm that the heater is set at 120 degrees F. according to Washington State Law RCW 19.27A.060. If at any time I/we change the setting to a different temperature, I/we will be responsible for any action taken, thereby holding the landlord or his agents completely harmless due to my/our non-compliance with the law.

X CMayer 7/15/20
Tenant - Signature Date

X [Signature] 7/15/20
Tenant - Signature Date

X _____
Tenant - Signature Date

MOLD AND MILDEW ADDENDUM

Mold and mildew spores are present in the environment, both indoors and outdoors, and cannot be eliminated. Excess moisture is the leading cause of mold or mildew growth indoors. Most sources of moisture, however can be controlled by simple procedures under the occupants control.

The Tenants are responsible for all damage resulting from their failure to comply with this addendum. In order to reduce and minimize the prospect of mold and mildew and to protect your health and the condition of the rental, please utilize the following list of suggestions.

1. Provide adequate ventilation and keep the temperature down.

- Keep the temperature between 50 and 70 degrees at all times
- Open multiple windows to all for cross-ventilation at least twice a week for an hour each time
- Allow at least one inch between the furniture and walls to aid ventilation
- Open closet doors to allow ventilation

2. Keep the humidity below 40%.

- Use the bathroom fan during and for 30 minutes after bathing or showering.
If no fan is available open the bathroom window slightly for the same duration of time
- Use the fan in the laundry area during and for 20 minutes after using the washer or dryer.
If no fan is available, open a window slightly for ventilation during the use of the appliances and for a little while after uses as deemed appropriate.
- Use the fan above the stove whenever cooking, especially if steaming. If no fan available open a window slightly
- Use only electric space heaters indoors
- Use a dehumidifier during humid months as applicable
- Cover fish tanks
- Do not keep excess number of house plants

3. Clean thoroughly and regularly

- The following is the cleaning method recommended by the EPA:
Mold can be removed with commercial cleaning products or a weak bleach solution (one cup bleach in one gallon water). Wear gloves during clean up and be careful not to spread the mold. Sensitive people who have to cleanup mold should wear a tight fitting face mask
- Use mold killing products when cleaning kitchens and bathrooms
- If mold or mildew appears on walls, ceilings, floors or around tubs or sinks, immediately remove the mold or mildew
- Dry any water that spills from showers, tubs or sinks immediately
- Clean up spills onto carpets, rugs or floors and thoroughly dry the rug or carpet
- Regularly check and clean the window tracks and keep free of condensation

4. You are obligated to notify the Owner/Agent immediately of excess moisture problems such as water leakage, leaking plumbing, leaking tubs or showers or running toilets. If you have attempted to clean mold or mildew and it reappears quickly or you are not able to remove it, report the problem to the Owner/Agent immediately!

Should you need additional information on mold, please see the State of Washington Division of Environmental Health website: <http://www.doh.wa.gov/ehp> or contact Tim Hardin of the Washington State Department of Health at (360) 236-3363 or tim.hardin@doh.wa.gov.

Initial Tenant

CMayer

Initial Owner/Agent

[Signature]

Frequently Asked Questions about Mold

What are molds?

With more than 100,000 species in the world, it is no wonder molds can be found everywhere. Neither animal or plant, molds are microscopic organisms that produce enzymes to digest organic matter and spores to reproduce. These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast, and mildews. In nature, mold plays a key role in the decomposition of leaves, wood, and other plant debris. Without mold, we would find ourselves wading neck-deep in dead plant matter. And we wouldn't have great foods and medicines, such as cheese and penicillin. However, problems arise when mold starts digesting organic materials we don't want them to, like our homes.

How do molds grow in my home?

Once mold spores settle in your home, they need moisture to begin growing and digesting whatever they are growing on. There are molds that can grow on wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. When excess moisture or water builds up in your home from say, a leaky roof, high humidity, or flooding, conditions are often ideal for molds. Longstanding moisture or high humidity conditions and mold growth go together. Realistically, there is no way to rid all mold and mold spores from your home; the way to control mold growth is to control moisture.

How can I be exposed to mold?

When molds are distributed, their spores may be released into the air. You then can be exposed to the spores through the air you breathe. Also, if you directly handle moldy materials, you can be exposed to mold and mold spores through contact with your skin. Eating moldy foods or hand-to-mouth contact after handling moldy materials is yet another way you may be exposed.

How can molds affect my health?

Generally, the majority of common molds are not a concern to someone who is healthy. However if you have allergies or asthma, you may be sensitive to molds. You may experience skin rash, running nose, eye irritation, cough, congestion, and aggravation of asthma. Also if you have an immune suppression or underlying lung disease, you may be at increased risk for infections from molds.

When necessary, some resourceful molds produce toxins in defense against other mold and bacteria called mycotoxins. Depending on exposure level, these mycotoxins may cause toxic effects in people, also. Fatigue, nausea, headaches, and respiratory and eye irritation are some symptoms that may be experienced from exposure to mycotoxins. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

How do I know if I have a mold problem?

You may have seen white thread-like growths or clusters of small black specks along your damp bathroom or basement walls, or smelled a "musty" odor. Seeing and smelling mold is a good indication that you have a mold problem. However, you cannot always rely upon your senses to locate molds. Hidden mold can be growing behind wall coverings or ceiling tiles.

Common places to find mold are in areas where water has damaged building materials and furnishings perhaps from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Rooms with both high water usage and humidity, such as kitchen, bathrooms, laundry rooms, and basements are often havens for mold. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

How can I control mold growth in my home?

Fix any moisture problems in your home:

- Stop all water leaks first. Repair leaking roofs and plumbing fixtures. Move water from concrete slabs and basement walls.

- Increase air circulation within your home, especially along the inside of exterior walls, and ventilate with fresh air from outside. Provide warm air to all areas of the home. Move large objects away from the inside of exterior walls just a few inches to provide good air circulation
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms
- Ventilate and insulate attic crawls spaces. Cover earth floors in crawl spaces with heavy plastic.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly.

How do I clean up mold?

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That's when you need to be the most careful. First, try to determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you, as long as you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as in between the walls or under the floors, you should leave clean up to a professional.

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That's when you need to be the most careful. Firstly, determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you, but only if you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as in between the walls or under the floors, you should leave clean up to a professional.

Large Areas

1. Consider having a professional clean up the area. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
2. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should use an OSHA (Occupational Safety & Health Administration) approved particle mask.
3. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
4. Remove all your furnishings to a neutral area to be cleaned later. Follow cleaning directions below.
5. Bag all moldy materials you will be discarding.

Scrub all affected hard surfaces:

- First with a mild detergent solution, such as laundry detergent and warm water.
- (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last, apply a borate-based detergent solution and do **not** rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.

Give the entire area a good cleaning. Vacuum floors and wash bedding and clothes if exposed.

Small Areas

1. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For small isolated areas of mold growth, a cotton dust mask should do.
2. Sealoff area from the rest of your home. Cover heat registers or ventilation ducts/grills. Cover all your furniture. Open a window before you start clean up.
3. Bag all moldy materials you will be discarding
4. Scrub all affected hard surfaces:
 - First, with a mild detergent solution, such as laundry detergent and warm water.
 - (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
 - Last, apply a borate-based detergent solution and do **not** rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.

Give the entire area a good cleaning, vacuum floors, and wash bedding and clothes if exposed.

Clean all furnishings exposed to mold.

Permeable and washable	Such as clothing, bedding, and other washable articles. Simply run through the laundry.
Non-permeable and washable	Such as wood, metal, plastic, glass, and ceramics. Mix a solution of lukewarm water and laundry detergent, and wipe down your articles.
Permeable but not washable	Such as beds and furniture. If these furnishings are moldy, you should consider discarding and replacing them. If you decide it is a keeper, take the furnishing outside. Give it a good vacuuming, and let it air out. When finished, if you do not notice an odor it should be okay. However, watch for any mold growth or health problems.