

## LEASE / RENTAL AGREEMENT

This Agreement dated \_\_\_\_\_, 2001 1  
is made and entered into between \_\_\_\_\_ ("Lessor"), 2  
by and through his/her "Lessor's Broker" and \_\_\_\_\_ ("Tenant") 3  
for the "Property" commonly known as \_\_\_\_\_ 4  
in \_\_\_\_\_, \_\_\_\_\_ County, Washington. 5

If this Agreement is for a term of more than one (1) year, the legal description of the Property will be attached as Exhibit A. 6

1. **SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \_\_\_\_\_, which is being 7  
deposited in a trust account in \_\_\_\_\_ Bank, 8  
\_\_\_\_\_ Branch, in \_\_\_\_\_, WA. Lessor or Lessor's 9

Broker will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations 10  
pursuant to this Agreement, including but not limited to payment of rent, and to indemnify Lessor for damages to and cleaning 11  
of the Property for which Tenant is responsible. 12

A written "Move In/Move Out Inspection Agreement" describing the condition and cleanliness of and any damage to the 13  
Property and furnishings will be signed by Lessor or Lessor's Broker and Tenant upon commencement of tenancy and a 14  
written copy given to Tenant. NO SECURITY DEPOSIT MAY BE COLLECTED UNLESS THIS CHECKLIST IS COMPLETED. 15

Within fourteen (14) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give 16  
Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, 17  
addressed as Tenant directs or in the absence thereof, to Tenant's last known address. If the deposit is insufficient to 18  
reimburse Lessor for such damages and cleaning, Tenant agrees to pay any deficiency on demand. 19

2. **POSSESSION.** In the event Tenant fails to take possession on the date indicated below, Tenant agrees to pay rent for the 20  
number of days the Property remains vacant. If, through no fault of Lessor or Lessor's Broker, Lessor cannot deliver 21  
possession of the Property to Tenant on the date indicated below, Lessor shall not be liable to Tenant for damages. 22

3. **TERM (Check one).** 23

- ☐ a. **LEASE.** This Agreement is for a term of \_\_\_\_\_ commencing on \_\_\_\_\_. 24

This Agreement shall end at midnight on \_\_\_\_\_. 25

Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without 26  
the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because 27  
of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant 28  
shall be obligated for the rental payments for the remainder of the term, or until the Property has been rerented, 29  
whichever is less. 30

- ☐ b. **MONTH-TO-MONTH.** This Agreement is for a month-to-month tenancy commencing on \_\_\_\_\_. 31

Lessor or Tenant may terminate this Agreement upon written notice received by the other at least 20 days prior to any 32  
day on which rent is due. If any such notice of termination is not received at least 20 days in advance, then it shall 33  
be effective not on that, but on the next following, rent day. 34

4. **RENT.** The rent is \_\_\_\_\_ per month, payable in advance, on or before the ☐ first day ☐ \_\_\_\_\_ day of each month 35  
commencing on the first month of the term. Rent shall be paid ☐ to Lessor's Broker at the address shown below ☐ to Lessor 36  
at the address shown below. Lessor acknowledges receipt of \_\_\_\_\_ as the first and \_\_\_\_\_ month's rent. 37

5. **UTILITIES.** Tenant shall pay all utilities when due except: ☐ water ☐ sewer ☐ garbage ☐ \_\_\_\_\_ 38

6. **OCCUPANCY/SUBLETTING.** The Property is rented as a private residence only for the following named persons: 39

\_\_\_\_\_  
Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any roomers or 40  
lodgers, without the prior written consent of Lessor or Lessor's Broker. 41  
42

7. **MAINTENANCE.** Tenant will at all times maintain the Property, including any yard and lawn, in a neat and clean condition 43  
and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear 44  
excepted. Tenant agrees not to make any alterations or improvements to the Property without Lessor's prior written approval. 45

INITIALS: TENANT \_\_\_\_\_ DATE \_\_\_\_\_ LESSOR \_\_\_\_\_ DATE \_\_\_\_\_ 46

TENANT \_\_\_\_\_ DATE \_\_\_\_\_ LESSOR \_\_\_\_\_ DATE \_\_\_\_\_ 47

**LEASE / RENTAL AGREEMENT**  
(Continued)

© Copyright 1998  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

- 8. INSPECTION/SALE.** It is agreed that Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, will give two days' notice to Tenant. If Lessor wishes to show the Property to actual or prospective purchasers or tenants, only one day's notice of intent to enter shall be required.
- 9. RENT LATE CHARGE/NSF CHECK.** If any rent is not paid on or before the due date, Tenant agrees to pay a late charge of ☐ \_\_\_\_\_ for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent, or \_\_\_\_\_.
- Tenant agrees to pay a charge of \_\_\_\_\_ for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF.
- In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 5 days.
- 10. RULES.** The attached Rules on page 4 are a part of this Agreement and failure to abide by them will constitute default under this Agreement.
- 11. ATTORNEYS' FEES.** In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement, the prevailing party is entitled to reasonable attorneys' fees as provided for by law. In the event of a trial, the amount shall be as fixed by the Court.
- 12. WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.
- 13. NONREFUNDABLE FEE.** Tenant agrees to pay prior to occupancy, a nonrefundable fee of \_\_\_\_\_. This nonrefundable fee shall not be returned under any conditions.
- 14. PETS.** No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Lessor or Broker and without a fully executed Pet Agreement (NWMLS Form No. 68B).
- 15. PERSONAL PROPERTY.** Tenant agrees that all personal property kept in or on the Property is at the risk of the Tenant. Tenant is specifically advised of the availability of and is encouraged to obtain insurance for such personal property.
- 16. SMOKE DETECTOR.** Tenant acknowledges and Owner/Lessor's Agent certify that the Property is equipped with a smoke detector(s) as required by RCW 48.48.140 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. Failure to properly maintain the smoke detector(s) can result in punishment including a fine of not more than \$200.00 pursuant to RCW 48.48.140.
- 17. AGENCY DISCLOSURE.** If real estate licensees are involved in this transaction, then at the signing of this Agreement, Lessor's Agent represents ☐ Lessor ☐ both Lessor and Tenant. The Tenant's Licensee represents ☐ Lessor ☐ Tenant ☐ both Lessor and Tenant ☐ neither Lessor nor Tenant.
- Lessor's Broker represents the same party that Lessor's Agent represents. Tenant's Broker represents the same party that Tenant's Licensee represents. If Tenant's Licensee and Lessor's Agent are different salespersons affiliated with the same Broker, then both Tenant and Lessor confirm their consent to that Broker representing both parties as a dual agent. If Tenant's Licensee and Lessor's Agent are the same salesperson representing both parties, then both Tenant and Lessor confirm their consent to that salesperson and Broker representing both parties as dual agents. Tenant and Lessor confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."
- 18. COMMISSION.** Lessor agrees to pay Lessor's Broker the sum of \_\_\_\_\_ for negotiating this Agreement. If Tenant enters into an agreement or option to purchase the Property during Tenant's occupancy or within six (6) months thereafter, Lessor agrees to pay Lessor's Broker a sales commission of \_\_\_\_\_ or \_\_\_\_\_ % of total selling price.
- No Broker involved in this transaction is receiving compensation from more than one party unless disclosed on a separate addendum, in which case both Lessor and Tenant consent to such compensation.
- 19. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.

INITIALS: TENANT \_\_\_\_\_ DATE \_\_\_\_\_ LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

TENANT \_\_\_\_\_ DATE \_\_\_\_\_ LESSOR \_\_\_\_\_ DATE \_\_\_\_\_

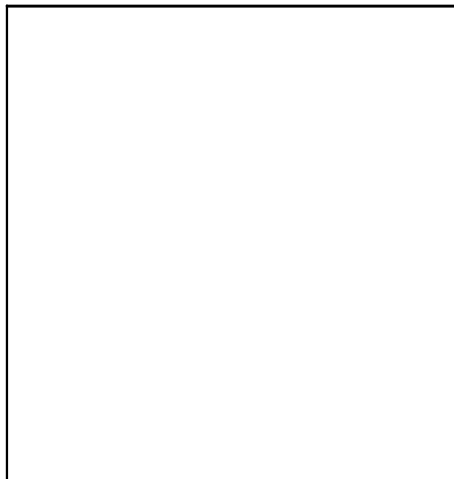
**LEASE / RENTAL AGREEMENT**  
(Continued)

© Copyright 1998  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

Tenant	Date	Lessor	Date	98
Tenant	Date	Lessor	Date	99
Tenant's Present Address		Lessor's Address		100
City, State, Zip		City, State, Zip		101
Home Phone	Work Phone	Lessor's Phone		102
Tenant's Employer		Lessor's Broker		103
Tenant's Broker		Lessor's Agent		104
Tenant's Licensee		Broker's Office Address		105
		Broker's Phone		106

STATE OF WASHINGTON ) 107  
 )ss.  
COUNTY OF \_\_\_\_\_ ) 108

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 109  
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and acknow- 110  
ledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument. 111



(Use this space for notarial stamp/seal.)

DATED: \_\_\_\_\_ 112  
Signature: \_\_\_\_\_ 113  
Print Name: \_\_\_\_\_ 114  
Notary Public in and for the State of \_\_\_\_\_ 115  
Washington, Residing at: \_\_\_\_\_ 116  
My Appointment Expires: \_\_\_\_\_ 117

## LEASE / RENTAL AGREEMENT

(Continued)

RULES	118
1. <b>Garbage.</b> Tenant shall furnish his/her own garbage can and place it where required for pickup.	119
2. <b>Illegal Use.</b> Tenant shall not use the Property for any illegal purposes.	120
3. <b>Repairs.</b> Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.	121
4. <b>Freezing</b> Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.	123
5. <b>Drains.</b> Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.	125
6. <b>Nails/Painting.</b> Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of the Lessor or Lessor's Agent.	127
7. <b>Lawns &amp; Shrubs/Snow.</b> Tenant will cut and water any lawn and water any shrubs, trees and landscaping so as to maintain the same in as good a condition as they presently are. In the event of snow, Tenant will remove the same from any abutting sidewalks.	130
8. <b>Noise/Nuisance.</b> TV, stereo, radio and musical instrument volumes shall be kept low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.	132
9. <b>Guests.</b> Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules.	134
10. <b>Pets.</b> If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces or surrounding Property except on a leash and accompanied by the Tenant. It is the Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties.	139
11. <b>Vehicles.</b> Recreation vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Repairs to any vehicles in these locations must be completed within 24 hours of commencement.	142
12. <b>Hallways &amp; Common Areas.</b> If there are hallways or other common areas shared with other tenants, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein.	144
13. <b>Fireplace Insert/Wood Stove.</b> Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used.	147
14. <b>Water Beds, Pianos &amp; Heavy Objects.</b> No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance.	150
15. <b>Screens.</b> Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them.	152

INITIALS: TENANT _____	DATE _____	LESSOR _____	DATE _____	153
TENANT _____	DATE _____	LESSOR _____	DATE _____	154