

Schedule "A" to Lease Agreement entered into between:

BRINK PROPERTY MANAGEMENT, INC. "Lessor's Agent" for "Landlord", and

"Tenant(s)"

for the "Property" commonly known as:

1. **LEASE TERM.** This agreement is for a term beginning on _____ and ending at midnight on _____ "Term".
2. **RENT.** The "Rent" is **\$0.00** per month
 - a) Prorated rent of **\$0.00** shall apply for the period _____ to _____.
 - b) Tenant shall pay **\$0.00** as advance payment for last month's rent.
 - c) The Total contracted rent amount due under this agreement is **\$0.00**.
3. **SECURITY DEPOSIT.** Tenant shall pay a "Security Deposit" of **\$0.00**
4. **NON REFUNDABLE FEE.** Tenant agrees to pay prior to occupancy, a "Non Refundable Fee" of **\$0.00**.
5. **RENT LATE CHARGE/NSF CHECK.** If any rent is not received by the 3rd day of the month, the "Late Charge" referred to in paragraph 5 of the Lease Agreement shall be **10%** of the "Rent" (10% of Rent if left blank).
6. **OCCUPANCY/SUBLETTING.** The "Authorized Occupants" are the Tenant(s) and following named persons:

AND NO OTHERS.
7. **VEHICLES.** Tenant is authorized to park **1** (One if blank) vehicle(s) on the property "Authorized Vehicles".
8. **UTILITIES.** Utilities included in Rent: **None** "Included Utilities".
9. **OIL TANK.** If the Property is heated by oil, the oil company that shall be used is **N/A**
10. **ADDENDUMS:** The following Addenda form part of the Lease Agreement
 - a) Schedule "A"
 - b) Schedule "B"
 - c) Mold Addendum
 - d) Crime Free Addendum
11. **ADDITIONAL TERMS:** The following additional terms are agreed by the parties
N/A

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____

Landlord: _____

13. FUNDS REQUIRED PRIOR TO OCCUPANCY.

REQUIRED

a) Rent for the Period _____ to _____	\$0.00
b) Prorated Rent	\$0.00
c) Last month's Rent	\$0.00
d) Security Deposit	\$0.00
e) Nonrefundable Fee	\$0.00
f) Pet Deposit (refundable)	\$0.00
g) N/A	\$0.00
TOTAL	\$0.00

RECIEVED

a) Rent	\$ _____
b) Prorated Rent	\$ _____
c) Last month's Rent	\$ _____
d) Security Deposit	\$ _____
e) Nonrefundable Fee	\$ _____
f) Pet Deposit (refundable)	\$ _____
g) N/A	\$ _____
TOTAL	\$ _____

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____

Landlord: _____



PROPERTY MANAGEMENT - SINGLE FAMILY LEASE/RENTAL AGREEMENT

Schedule "B" to Lease Agreement entered into between:

BRINK PROPERTY MANAGEMENT, INC. "Lessor's Agent" for "Landlord", and

"Tenant"(s)

for the "Property" commonly known as:

DISCLOSURES

1. **HOT WATER:** Tenant agrees to ensure that the Hot-Water Temperature shall not be adjusted above 120 degrees or Low at any time, in accordance with RCW 19.27A.060. Tenant is aware that any adjustment of the temperature setting by tenant relieves the Landlord/Owner and Agents of liability for injuries or damages attributed to the adjustment by Tenant. Tenant Initials: _____.

2. **SMOKING.** Smoking of any kind is not permitted on the Property unless specifically authorized by Landlord's initials here _____.

3. FIRE SAFETY AND PROTECTION.

a) **Smoke Detection Devices:** Tenant acknowledges and Landlord certify that the Property is equipped with _____ (insert number) smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. Under the law, 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 pursuant to RCW 43.44.110. Further, if liability or damages occur because of Tenant's failure to comply with this provision, Tenant may be open to potential lawsuits and liability (see WAC 212-10-050). Tenant agrees to test the smoke detector once per month and to report any malfunctions to Landlord in writing. Tenant's Initials here indicates acknowledgement of notice: _____.

b) **Carbon Monoxide Detection Devices:** At the time of this agreement, carbon monoxide detectors are not required, however they may be provided. If a carbon monoxide detector is provided then it is the Tenant responsibility to maintain all carbon monoxide detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices. If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is Tenant's responsibility to maintain the carbon monoxide detector(s) as specified by the manufacturer, including replacement of batteries, if required. Failure to properly maintain the carbon monoxide detector(s) is grounds for termination of tenancy. Further, if liability or damages occur because of Tenant's failure to comply with this provision, Tenant may be open to potential lawsuits and liability (see WAC 212-10-050). Tenant agrees to test the carbon monoxide detector once per month and to report any malfunctions to Landlord in writing. Tenant initials indicate that all carbon monoxide detection devices in the Property are in proper working order as of the date of this Agreement.

The property is equipped with _____ (insert number) smoke detection device(s)
The above described carbon monoxide device(s) are: (check one): Provided Not Provided
The above described carbon monoxide device(s) are: (check one): Hard-Wired Battery Operated
Tenant's Initials here indicates acknowledgement of notice: _____.

4. **LAW OF REAL ESTATE AGENCY:** The tenant's initials here _____ indicate receipt of the pamphlet on the Law of Real Estate Agency, explaining the differences between a Lessee's Agent and a Lessor's Agent. The Agent involved in this agreement is a Lessor's Agent unless otherwise stated herein.

5. **HOMEOWNERS ASSOCIATION RULES:** The tenant's initials here _____ indicate receipt of the Rules and Regulations of the Homeowners Association. These Rules and Regulations form part of this lease and any breach of said rules and regulations is considered a breach of this lease agreement.

6. **LEAD BASED PAINT.** 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 woman. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Landlord has no knowledge of nor any reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property unless otherwise specified below. Tenant's initials here _____ indicate receipt of the Lead Based Paint Information Pamphlet required on all properties built prior to 1978 and Tenant waives their right a lead inspection of the property.

a) KNOWN HAZARDS: _____.

7. **MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home" Tenant Initials: _____.

8. **SEATTLE RESIDENTS ONLY-**The tenant's initials here _____ indicate receipt of the summary of Seattle and Washington landlord-tenant laws, as required by Seattle Ordinance #116843.

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Landlord: _____



PROPERTY MANAGEMENT - SINGLE FAMILY LEASE/RENTAL AGREEMENT

This Lease Agreement is made and entered into between:

BRINK PROPERTY MANAGEMENT, INC. "Lessor's Agent" for "Landlord", and

"Tenant"(s)

for the "Property" commonly known as:

- 1. **LEASE TERM.** This agreement is for the Term indicated on Schedule A. Unless otherwise agreed to in writing by the parties, continued occupancy by Tenant after the stated Term shall not constitute a renewal of the lease.
- 2. **RENT.** The Rent is payable in advance, and must be received by Landlord on or before the first day of each month. Rent shall be paid to Landlord at the address shown below or an alternate address as instructed by the Landlord.

Landlord will accept **ONLY ONE RENT CHECK** or money order from each rental unit regardless of the number of persons signing as Tenant. Tenant shall make all rental payments in full. Payment or receipt of a rental payment of the amount stated in the lease shall be deemed as nothing more than a partial payment on that month's account. Under no circumstance shall a partial payment constitute accord and satisfaction, nor will it cause the forfeit of right to collect balance due on account, despite any endorsement, stipulation, or other statement on any check.

- 3. **SECURITY DEPOSIT.** Tenant shall pay a Security Deposit which shall be deposited in a trust account in Wells Fargo Bank, Seattle Main Branch, in Seattle, WA. Landlord will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations pursuant to this Agreement, including but not limited to payment of rent, payment of late fees, and to indemnify Landlord for damages to and cleaning of the Property for which Tenant is responsible. Tenant shall, within ten days of notification by the Landlord that Security Account balance is less than the original deposit, remit said shortfall to Landlord. A written "Move In/Move Out Inspection Agreement" describing the condition and cleanliness of and any damage to the Property and furnishings will be signed by Landlord and Tenant upon commencement of tenancy and a written copy given to Tenant.

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

- 4. **NON REFUNDABLE FEE.** Tenant agrees to pay prior to occupancy, a Non Refundable Fee. This Non Refundable Fee shall be used for setup costs and cleaning carpets (excluding stains) upon move out and shall not be returned under any circumstances.

- 5. **RENT LATE CHARGE/NSF CHECK.** If ANY Rent is not received by the 3rd day of the month, Tenant agrees to pay the Late Charge defined in Schedule A, up to a maximum of 10% of one month's Rent, per month. Tenant agrees to pay a charge of \$ 25.00 for each NSF check given by Tenant to Landlord. Landlord shall have no obligation to re-deposit any check returned NSF. In addition to the foregoing, Landlord may elect to terminate this Lease for nonpayment of rent. Landlord shall notify Tenant of late Rent, NSF check charges and Late Charges and the same must be paid within 3 days. Please note that we may report unpaid amounts to credit agencies.

- 6. **NOTICES.** In the event that it becomes necessary for Landlord to serve any notices, including those detailed below, Tenant shall be liable for all costs related to said notices. Tenant shall be liable, in addition to any Late Charges, for a minimum charge of \$35.00 for each Three Day Pay Rent or Vacate Notice, Ten Days to Comply Notice or Three Day Notice to Terminate Tenancy (due to non compliance) which is served.

- 7. **ORDER OF PAYMENT.** Payments are posted first to late fees, then to past due fees & charges, then to fees and charges due now, and lastly to rent.

- 8. **UTILITIES.** Tenant shall pay all utilities when due except Included Utilities as indicated on Schedule "A".
 - a) All utilities shall be paid when due. In the event that utilities are not paid, Landlord may pay said utilities from the Security Deposit held and, in terms of paragraph 3 of this lease, Tenant shall remit the required funds to Landlord.
 - b) Tenant shall, at termination, produce evidence of current receipts for all utilities. If no such evidence is provided, Landlord may retain an appropriate amount from the Security Deposit until Landlord is satisfied that said utilities have been paid, or Landlord may pay said utilities out of the funds held.
 - c) **OIL TANK.** If the Property is heated by oil, the oil tank shall be measured at the time the Tenant takes possession of the Property; and the Tenant shall ensure that the tank has the same amount of oil in the tank upon surrendering the property. Failure do so will result in the tenant being charged for the cost of the oil shortfall at then current rates plus a 10% labor surcharge.
 - d) **SEPTIC TANK:** In the event that the property is on a septic system, Tenant shall ensure that they follow the instructions provided on its safe use.

- 9. **OCCUPANCY/SUBLETTING.** The Property is rented as a private residence only to the Authorized Tenants AND NO OTHERS. Tenant shall not assign this Agreement, sublet all or any portion of the Property nor give accommodation to any roomers or lodgers without the prior written consent of Landlord.

Tenant(s) shall pay to BRINK an administration fee of \$200 for each change to Occupants or Tenants in terms of this Lease Agreement.

- 10. **GUESTS.** Tenant agrees to be fully responsible for the safety, actions and activities of their household members and guests. Guests staying longer

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Landlord: _____

PROPERTY MANAGEMENT - SINGLE FAMILY LEASE/RENTAL AGREEMENT

than 14 days must have written permission to stay from Landlord. Depending on the length of stay, guests may be required to complete a Rental Application, pay the screening fee, pass our screening process, and sign a Roommate Agreement Addendum and/or Lease Agreement.

11. **MULTIPLE OCCUPANCY.** It is expressly understood that this agreement is between Landlord and each signatory jointly and severally. In the event of default by any one signer, each and every remaining signer shall be responsible for timely payment of rent and all other provisions of this agreement.

12. **RULES.** Tenant shall comply with all Rules as adopted by the Landlord from time to time. Failure to abide by the Rules will constitute a default under this Agreement.

13. **NUISANCE.** Tenant will not permit, maintain or commit nuisance behavior. Nuisance behavior is defined as that which disturbs the peace and quiet enjoyment or endangers the health, safety or well being of neighbors, their guests or invitees. Nuisance behavior includes but is not limited to: obscene language, involvement in illegal drugs or other illegal activities, substance abuse, anti-social behavior, illegal gang activity, prostitution, and objectionable acts. Tenant agrees that nuisance behavior is grounds for immediate eviction and/or other legal action.

14. **NOISE.** Tenant and guests shall have due regard for the peace, comfort and enjoyment of their neighbors. All noise including, TV, stereo, radio and musical instruments etc. shall be kept at a volume low enough so that no noise whatsoever shall escape from the walls of the Tenant's own dwelling. Tenant shall not create or permit any other nuisance on the Property. Outdoor music that disturbs neighbors is never permitted, this includes loud music being played in vehicles on the property.

15. **PETS.** No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Landlord. In the event Tenant contravenes this condition, Tenant shall pay a penalty of \$300, plus a daily penalty of \$30 per day until the contravention is remedied. This shall be in addition to any other remedies that Landlord has in terms of this agreement.

16. **PERSONAL PROPERTY.** Tenant acknowledges that insurance carried by Landlord does not in any way benefit Tenant. 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.

17. **USE OF PROPERTY.** Tenant shall control the use of the Property as follows:

a) Tenant shall not use Property for any purpose other than that of a residence and shall not use said Property or any part thereof for any illegal purpose. Tenant agrees to conform to municipal, county, state and federal codes, statutes, ordinances, and regulations concerning the use and occupation of said Property.

b) Properly use and operate electrical, gas heating (including changing filters), plumbing and other fixtures and appliances supplied by Landlord, including prohibition against placing disposable tampons or diapers for toilet flushing. Such improper use will result in Tenant assuming the cost of repair and/or the cost of cleaning up.

c) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the Property, its attachments (also called appurtenances), facilities, equipment, furniture, furnishings and appliances, nor permit any member of Tenant's family, invitee or licensee, or other person acting under their control to do so.

d) Tenant shall remove any Snow or Debris from the abutting sidewalks and shall insure the continuing safety of the public thereby.

18. **POSSESSION.** Tenant shall take possession of the Property on the commencement date indicated above. In the event Tenant fails to take possession on the date indicated, the Security Deposit shall be forfeited and Tenant shall be obligated for the rental payments for the remainder of the Lease term, or until the Property has been re-rented, whichever is less. In addition Tenant agrees to pay a rental fee equal to one month's rent. If, through no fault of Landlord, Landlord cannot deliver possession of the Property to Tenant on the date indicated below, Landlord shall not be liable to Tenant for damages.

19. **DESTRUCTION/CONDEMNATION.** In the event of destruction of the Property, or the building of which it is a part, or damage thereto by fire or any other casualty, Landlord may, at its option, elect to terminate this Lease Agreement as of the date of the event. In no case shall Tenant be entitled to compensation for damages on account of loss, annoyance or inconvenience resulting from such damage, destruction or its repair.

20. **VEHICLES.** Tenant is authorized to park no more than the Authorized Vehicles on the property. 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. NO repair to any vehicles may be carried out on the property or any parking area. Tenant hereby grants to Landlord the undisputed right without liability to remove any vehicles from any parking spaces which are inoperable (in Landlord's opinion), unlicensed or incorrectly parked and remain inoperable, unlicensed or incorrectly parked for ten (10) consecutive days. Tenant further agrees that any vehicle owned by Tenant remaining on the property, after termination of occupancy, may be immediately removed by Landlord with full immunity from damages for such removal. Tenant shall be charged for the cleanup of any fluids leaking from their own or their guests vehicles. A breach of this provision shall be deemed a material breach of this agreement.

21. **TERMINATION.** All keys must be surrendered at time of vacating or rent will continue at a daily rate until keys are returned. Tenant's duty to pay rent shall not terminate until all keys have been returned to Landlord.

a) If this is a LEASE as defined in 1 above, Tenant must vacate the Property and surrender possession on the last day of the Lease term, or they will be liable under c. below. If Tenant intends to vacate at the end of the Lease Term, then a Notice of Intent to Vacate must given to Landlord, in writing, at least 20 days before the end of the Lease Term. Failure to provide Notice of Intent to Vacate will result in a Penalty equal to one month's rent being charged to Tenant.

If Tenant vacates prior to the expiration of the Lease Term, the entire Security Deposit shall be forfeited and in addition Tenant shall be obligated for

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Landlord: _____

the rental payments for the remainder of the Lease term, or until the Property has been re-rented, whichever is less, plus any difference in the rent for the period remaining in the lease.. In addition Tenant agrees to pay any re-rental costs incurred by the Landlord including but not limited to utility charges, advertising costs, statutory costs and a re-lease fee as follows: Monthly rent divided by 12 and then multiplied by the months remaining on the lease.

b) If this is a MONTH-TO-MONTH agreement as defined in 1 above, Landlord or Tenant may terminate this Agreement upon written notice received by the other at least 20 days prior to any day on which rent is due. If any such notice of termination is not received at least 20 days in advance, then it shall be effective not on that, but on the next following, rent day.

c) A "HOLDOVER" occurs when Tenant fails to move out of the property by the date in the Tenant's move out notice or Landlord's notice to vacate, or at the end of the lease term, without the prior written consent of the Landlord. If Tenant holds over without the prior written consent of Landlord, Tenant shall be liable for holdover rent equal to two times the current rent for the property, payable daily, or such actual damages as Landlord is able to prove, including but not limited to rent for any new lease agreement entered into by Landlord which is terminated as a result of Tenant's hold over. Hold over rent shall be due and payable in advance on a daily basis and delinquent without notice or demand. If Tenant remains in the Property with the Landlord's consent, then this arrangement constitutes an extension of the lease on a month to month basis.

22. **MOVE IN/OUT.** Any damages incurred by the Tenant, guests, movers or employees shall be paid for by Tenant. Moving Tenants are required to clean up and dispose of all leftover belongings and trash. Tenant agrees to pay Landlord an administrative fee of \$25.00 for each rental verification given to future Landlords or screening companies.

23. **ABANDONMENT.** If Tenant abandons the Property, Tenant shall be liable for the rent for thirty (30) days or the remainder of the Lease Term, whichever is greater, following the first of either (1) the date the Landlord learns of the abandonment or (2) the date the next regular rental payment would be due. If Tenant abandons the Property, or Landlord takes possession by reason of default by Tenant, Landlord shall have the right, but not the obligation, to immediately remove from the Property all personal property of the Tenant and may store such property. Notice of storage shall be mailed to the last known address of Tenant. After forty five (45) days from such default in rent and after prior notice of sale has been mailed to the last known address of Tenant, Landlord may sell the property and apply any proceeds to monies due Landlord including storage costs. If after one (1) year from the sale, Tenant has not claimed the excess, such excess shall be the property of Landlord.

24. **MOVE OUT CLEANING.** At termination of the tenancy it is Tenant's responsibility to leave the property in good, clean move in condition. This shall include thoroughly cleaning the property including. Remove all belongings and any trash, spot wash walls, wash windows, sills & tracks, wash curtain rods and blinds, wash light fixtures & replace burned out bulbs, wash all closet shelves & cabinets, vacuum carpets & wash floors, clean patios and decks, repair any damages, mow, edge & rake lawns, clean garage & storage areas, clean all appliances, wash tubs, toilets, showers etc and clean grouted areas. Tenant agrees to pay an administrative fee of \$25.00 for each bill or service charged on Tenant's damage, cleaning, and Security deposit accounting. Tenant agrees to pay a meter reading fee of \$35.00 (or the amount charged by the utility company) in the event that Landlord (or utility co) is required to read a ny water, electric, gas or other utility meter in order to close out the Tenant's account.

25. **INSPECTION/RE-LEASE/SALE.** It is agreed that Landlord and or his Agent(s) may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, will give two day's notice to Tenant. If Landlord and or his Agent(s) wish to show the Property to actual or prospective purchasers or tenants, one day's notice of intent to enter shall also be required. Landlord shall have the right to put up a FOR RENT or FOR SALE sign and install a key box on the property, in order to allow access to the property for re/lease or sale purposes, 60 days prior to the end of the lease term. Tenant acknowledges that Landlord may list the Property on a Multiple Listing service and accessibility to the property in terms of this paragraph shall also apply to members of said Multiple Listing service as Agents of Landlord. Tenant agrees to pay a fee of \$50.00 for missing any scheduled appointment at the property with Landlord, Landlord's Agent or any vendor.

26. **MAINTENANCE.** Tenant acknowledges that the Property is in good order and repair, unless otherwise noted on the Inspection Report or advised to Landlord in writing of any defect not noted on Inspection Report within three days after taking possession. Tenant will at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Property in as good condition as it is upon commencement of this Agreement, reasonable wear and tear excepted. Tenant agrees not to make any alterations or improvements to the Property without Landlord's prior written approval. In the event that any alterations or improvements are made to the property by Tenant during the lease term, then such alterations or improvements shall become the property of Landlord and shall remain with and as part of the Property at the end of the tenancy.

27. **REPAIRS.** Tenant shall immediately notify Landlord in writing of any Dangerous Conditions associated with the Property. Tenant shall give written notice of the need for repairs on or about the property to the address or in the manner designated by Landlord. Expenses for Maintenance requests which are determined by Landlord or Landlord's Vendor to be unnecessary, will be payable by Tenant. Tenants are required to report any leaky faucets, running toilets, leaky roofs, etc. to Landlord immediately, otherwise Tenant will be required to pay for damages resulting from same. Tenant shall promptly repair at Tenant's expense, any broken glass in doors or windows. Tenant acknowledges and agrees that no rent reductions, adjustments or compensation will be due as a result of repairs or interruptions of service except as provided by law.

28. **VENTILATION.** Tenant shall adequately ventilate the Property to prevent high humidity, which can result in condensation, mold and mildew growth on windows, toilet tanks, walls, ceilings, carpets and other surfaces. Tenant understands that "steam" or "sweat" on the windows or toilet tank indicate high humidity and the need for additional ventilation (opening windows and/or using exhaust fans). Tenant is responsible to clean mold or mildew and/or pay for any damage resulting from inadequate ventilation.

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Landlord: _____

29. **FREEZING.** Tenant shall protect the plumbing from freezing. At a minimum, Tenant shall leave the heat on low during cold weather, and shall turn off water to outside faucets wherever possible. Tenant shall install faucet covers on all outside faucets during cold weather. Tenants failure to ensure that the plumbing does not freeze will render them liable for any related repair costs.

30. **PLUMBING.** Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at time Tenant moved in.

31. **DRAINS/GUTTERS.** Tenant shall keep all gutters and drains clear at all times. If Tenant is unable to keep gutters and drains clear, then Tenant shall inform Landlord immediately of any blocked drains or gutters in order for the Landlord to arrange the required cleaning at Tenants expense. Tenant's failure to notify Landlord of the need for gutter cleaning shall cause Tenant to be liable for any damage caused by blocked or overflowing gutters.

32. **FIRE AND SAFETY.** Tenant agrees to prevent the risk of fire and fire related injuries. This includes following these minimum guidelines:

- a) No combustible fluids, fireworks, or other materials that could cause a fire, explosion or health hazard, shall be kept or used in or around the property. No fireworks or explosives shall be ignited on the Property.
- b) Maintain smoke detectors by replacing batteries every six (6) months, vacuuming the dust from openings regularly, and testing monthly.
- c) Report smoke detector problems to the Landlord immediately.
- d) Use electrical appliances and tools which have a UL or other recognized testing laboratory's label.
- e) Unplug small appliances and portable heaters when not in use.
- f) Discontinue use of any item with cracked or frayed electrical cord.
- g) Minimize the use of extension cords and do not overload outlets; use multi-plug adaptors that have surge protection.
- h) Use light bulbs that are the appropriate size and type for lamps and fixtures.
- i) Keep electrical cords out from beneath furniture and rugs.
- j) Keep all items a recommended 12" or more away from baseboard heaters.
- k) Place portable heaters at least three (3) feet from bedding, furniture and other flammable materials.
- l) Never leave cooking or other burning items unattended.
- m) If grease catches fire, carefully slide a lid over the pan to smother flames.
- n) Develop household emergency escape plans, including where applicable, the purchase of roll-up escape ladders.
- o) Ensure all household members are able to dial 911 for police, fire and medical assistance, including knowing the address of the Property.

33. **GARBAGE.** Tenant shall contract for refuse collection services, furnish their own garbage can, and place it where required for pickup. Tenant shall properly dispose of all rubbish, garbage and other organic or flammable waste in a clean and sanitary manner at reasonable and regular intervals, and assume all costs for extermination and fumigation for infestation of insects and rodents caused by Tenant's neglect.

34. **LAWNS AND SHRUBS.** Tenant is aware that the yard and landscaping form part of the Property being leased. Tenant shall cut and water any lawn; weed all garden and lawn areas; fertilize all lawn areas; and water any shrubs, trees and landscaping, so as to maintain the same in as good a condition as they presently are at the commencement.

35. **PESTS.** Tenant shall be responsible for keeping the Property Pest Free during the Tenancy.

36. **STORAGE.** Only bikes, BBQ equipment, outdoor tables and chairs are allowed on decks and patios. Potted plants and planter boxes may not sit directly on deck or patio surfaces. No signs, ash trays, foot wear, personal belongings or trash may be stored outside front doors, on decks or patios, sidewalks, or in halls, stairways, laundry rooms or other public areas. Tenants may not drop, throw, shake or hang anything from windows or decks.

37. **NAILS/PAINTING.** Tenant shall not drive any nails or screws into walls, and shall not paint any part of the Property, without the prior written consent of the Landlord. In the event that Tenant is granted permission to use picture hanging nails, same are to be removed upon vacating the Property and holes are to be filled with spackle matching the color of the walls. Spackle is to be smoothed flush with the wall and is not to cover any area other than the nail hole.

38. **INCENSE/SCENTED CANDLES.** Incense and scented candles may not be burned in the property.

39. **FIREPLACE INSERT/WOOD STOVE.** Wood stoves are prohibited, unless provided by Landlord. No fireplace insert may be installed without Landlord'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.

40. **WATER BEDS, PIANOS AND HEAVY OBJECTS.** No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Landlord's written permission. As a condition to permitting a water bed, Landlord may require Tenant to provide and pay for water bed insurance.

41. **FURNITURE.** Tenant agrees that all couches and heavy furniture will be placed on protective mats or cups in order not to damage the floor.

42. **WINDOWS & BLINDS.** Tenant may not replace the provided window blinds and drapes without prior written permission from Landlord. Tenant must clean the window blinds and interior windows as needed.

43. **SCREENS.** Landlord is not obligated to provide window and/or door screens. If there are any presently installed, Landlord has no obligation to

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Landlord: _____

maintain or replace them.

44. **LOCK OUTS.** Unless otherwise specified in writing, no unlock service is provided. (i.e. Tenant will have to contact a locksmith if they lock themselves out of their dwelling unit). In the event that Tenant requires replacement keys or garage door openers, Tenant agrees to pay an administrative fee of \$35.00 to Landlord in addition to the cost of said keys or garage door openers.

45. **LEASE INCENTIVE, REBATE or REDUCTION.** Any lease incentives, rebates or rent reductions offered in this lease agreement shall become null and void and shall not become payable by the tenant in the event that the tenant breaches any material term of this lease, including but not limited to non payment of rent, early termination, and non compliance notices being required.

46. **ATTORNEY'S FEES.** In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement, the other party agrees to pay a reasonable attorney's fee as provided for by law. In the event of a trial, the amount shall be as fixed by the Court.

47. **WAIVER OF SUBROGATION.** Landlord 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 Landlord 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.

48. **NON-LIABILITY AND INDEMNIFICATION.** To the extent permitted by law, Landlord/Owner assumes no liability for injury to Tenant or Tenant's guests or invitees, except to the extent that such liability is the direct result of Landlord/Owner's Gross Negligence. Tenant agrees to accept the Property in it's present condition and to save and hold the Landlord/Owner harmless from any claims or any damages arising out of or resulting from Landlord/Owner's or Tenant's negligence or for any defects in the Property now or hereafter occurring.

49. **HOLD HARMLESS.** Tenant agrees to protect and save Landlord/Owner and duly appointed Agents, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Tenant's employees or third party on account of personal injuries, death or damage to property arising from the willful or negligent acts or omissions of the Tenant and/or it's agent's, guests, invitees, employees or representatives. The Tenant agrees that they have read the above provision and that any questions regarding it were fully explained to their satisfaction by Landlord. The Tenant understands that they will be the party held financially responsible under all conditions and not the Landlord/Owner or his duly appointed agents or employees.

50. **ENTIRE AGREEMENT.** This Agreement, together with any written and signed addenda hereto, constitutes the entire Agreement between the parties. Any changes or modifications must be in writing and signed by the parties. This Agreement shall be binding upon the parties, their heirs, administrators, executors, and successors and assigns. Any provision of this Agreement found to be invalid or in violation of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining valid and in effect.

51. **ILLEGAL PROVISIONS.** Should any provision in this agreement be found to be contrary to any local, state or federal law, it shall be considered null and void, just as if it had never appeared in the agreement, and it shall not affect the validity of any other provision in the agreement.

ONLY

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____

Landlord: _____

BRINK

PROPERTY MANAGEMENT - SINGLE FAMILY LEASE/RENTAL AGREEMENT

Signed by the Parties:

TENANT:

Tenant _____ Date _____ Tenant _____ Date _____

Tenant _____ Date _____ Tenant _____ Date _____

PROPERTY MANAGER AS LANDLORD FOR OWNER:

BRINK PROPERTY MANAGEMENT _____ Date _____
Bellevue: 11555 SE 8TH STREET, SUITE 136, BELLEVUE, WA 98004 (425) 458-4848 FAX (425) 451-1786
Seattle: 222 ETRURIA ST, SUITE 210, SEATTLE, WA 98109 (206) 588-8800 FAX (206) 588-8999

If lease is longer than one year notary is required.

STATE OF WASHINGTON, COUNTY OF _____
I hereby certify that I know or have satisfactory evidence that _____ (Landlord)
signed this instrument and acknowledged it to be his/her/their/its free and voluntary act for the uses and purposes mentioned in this instrument.
SUBSCRIBED AND SWORN TO before me this ____ day of _____ 20__.

NOTARY PUBLIC in and for the State of Washington, residing at _____.

Notary Signature: _____.

My commission expires: _____.

Initials: Tenant: _____ Tenant: _____ Tenant: _____ Tenant: _____ Landlord: _____