

RESIDENTIAL RENTAL AGREEMENT/SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this _____ day of _____, 20____ between _____ (hereinafter called "Landlord") and _____ (regardless of number, hereinafter called "Tenant"), for rental Property located at _____, Apt. _____, in the City of _____, _____ County, Washington.

1. **TERM:** The term of this Agreement shall be (check one):
_____ a month-to-month tenancy beginning _____; **OR**
_____ a lease for a term of _____ months beginning _____, 20____ and ending _____, 20____.

IF THIS AGREEMENT IS A LEASE, CHECK ONE OF THE FOLLOWING Upon the expiration of the term of this Lease:
_____ Upon expiration of the above-stated initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Landlord upon thirty days' written notice, **OR**
_____ Upon expiration of the above-stated initial term of Lease, all Tenant's rights to occupy the premises shall cease without right to extend the term hereof.

2. **RENT:** Tenant shall pay monthly rent in the amount of \$ _____, payable in advance by the _____ day of each and every month during said term to Landlord at _____, Washington, or any such other place that the Landlord may from time to time designate. Any rent unpaid by the due date is termed delinquent.

_____ (Insert Tenant's Initials if Applicable) Tenant has made a partial prepayment of last month's rent of \$ _____. An prepayments of last month's rent shall be credited towards said last month's rent, but shall not be constitute payment in full in such case where the rent has increased prior to its application.

Without waiver of any rights or claims arising out of delinquent rent, including but not limited to issuance of a Three Day Notice to Pay Rent or Vacate immediately upon any rent delinquency, rent received on or after the _____ of each month shall result in assessment against Tenant of a \$ _____ late payment charge plus \$ _____ each additional day thereafter rent remains delinquent. The late payment charge must be paid at the time the delinquent rent is paid. Any dishonored check shall be treated as rent unpaid and shall be subject to the aforementioned late payment charge, plus a \$ _____ fee for special handling. Should Tenant submit a check which is dishonored or returned for insufficient funds, or should Tenant make a tender of payment to cure any default such as following receipt of a Pay or Vacate notice, Tenant shall make any payment curing the default by cash or certified check.

If for reason of non-payment of rent Landlord shall give a statutory Three (3) Day 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 agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$ _____ for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

3. **DEPOSIT:** Tenant agrees to pay the sum of \$ _____ as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. Tenant agrees that the sum shall be deposited by Landlord in a trust account with _____ Bank, whose address is _____. This deposit does not limit Landlord's rights or Tenant's obligations hereunder. Landlord shall give an itemized statement for retaining any of the deposit, together with any refund owing to Tenant within 14 days after termination of this Agreement and vacation of the premises, conditioned upon Tenant's compliance with this Agreement and the following:

- Tenant shall have complied with all the conditions of this Agreement.
- Except for charges imposed pursuant to paragraph #4 hereof, Tenant shall clean and restore the premises to its condition at the commencement of this tenancy as evidenced by the Inspection Checklist, which shall be considered a portion of this Agreement, less wear and tear from normal usage. Tenant agrees that soilage is not wear and tear from normal usage and agrees to professionally shampoo carpets and dry-clean drapes, as part of the cleaning and restoring the premise to its condition at the commencement of this tenancy and provide a receipt showing the same.
- Tenant shall replace or repair any missing or damaged personal property by the owner, including keys.
- Labor for cleaning and repairing the premises shall be at the rate of \$ _____ per hour, excepting labor performed by parties other than Landlord or agent, which shall be assessed at its actual cost.
- If Tenant vacates the premises prior to _____, Tenant shall forfeit the sum of \$ _____. This paragraph shall not apply to month-to-month agreement for properties located within the City of Seattle. **Tenant to initial if applicable:** _____

4. **NON-REFUNDABLE CHARGES AND/OR PROCESSING FEES: Tenant to Initial if Applicable:** _____ Tenant agrees to pay the sum of \$ _____, as a non-refundable charge which shall be used for _____, which sum shall not be refunded under any circumstances. Landlord has the right to proceed against Tenant to recover costs for any items or damages not covered by this fee.

5. **TERMINATION OF TENANCIES:** If this is a month-to-month tenancy, termination shall be by written notice of at least twenty (20) days before the end of any monthly rental period, given by either party to the other. If Tenant vacates the premises prior to the expiration hereof or without notice as required by this paragraph, tenant shall be liable for additional rent as provided for in RCW 59.18.310. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Landlord in writing.

6. **DAMAGE:** Tenant has inspected the premises and acknowledges that they are in good condition. Tenant shall maintain the premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by the Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Any exceptions regarding the condition of the tenancy at the commencement hereof are noticed on the attached Property Condition report, which will be used to determine the refund of deposit at the end of this tenancy. Any omissions on the Property Condition Report must be reported to Landlord within three (3) days after occupancy of the Premises.

It is the responsibility of Tenant to maintain all smoke detectors in operating condition. This provision shall not be construed as a waiver by Tenant of his or her legal rights. Tenant has been provided with operable smoke detector device(s), the maintenance of which shall be the Tenant's responsibility, including replacement of batteries. Any Tenant failing to comply can be fined up to \$200.00 in accordance with RCW 48.40.140/WAC 212.10.050.

7. **USE/ASSIGNMENTS OR SUB-LETTING:** Tenant shall not use the premises for any business purpose. Tenant 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 persons: _____. All changes in occupancy require written approval of Landlord. In the event that Tenant contemplates a change in occupants or marital status during the term of this Agreement, a new rental Agreement shall be drawn and signed by all occupants.

8. **UTILITY CHARGES:** Tenant agrees to pay all utilities, including but not limited to electricity, garbage, sewer, water, gas, natural gas, oil, and cable television used in or charged against the premises during the term of this agreement except: _____.
9. **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 prorated 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 for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 10 days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.
10. **PETS AND ANIMALS:** Tenant shall maintain no pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or guest to do so without Landlord's prior written consent, other than: _____.
11. **ATTORNEYS FEES:** In the event any action, suit or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred. 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 authorizes Landlord to obtain supplementary credit reports at any time within one year of Tenant's occupancy of the Premises at Landlord's expense.
12. **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. In the event that any one or more of provisions contained in this Agreement shall for any reason be held invalid in any respect, such provisions shall be modified to the extent necessary to take it valid and enforceable and the invalidity shall not effect any other provision of this Agreement, the balance of which shall be construed as if such invalid provision had never been contained herein.
13. **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 not higher than a 120 degrees Fahrenheit. Tenant acknowledges that, if accessible, Tenant has inspected the hot-water heater and to the best of Tenant's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.
14. **STORAGE AND PARKING:** The premises let pursuant to this Agreement includes parking space _____ and storage locker _____. All Tenant's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). If Tenant elects to store personal property on the premises, Tenant recognizes that he or she does so at his or her own risk, and hereby releases Landlord and agent from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reason. Tenant agrees not to store any hazardous material on the premises or property.
15. **LIABILITY:** Tenant agrees that all personal property in the Apartment or stored on the Premises shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any matter for/on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements or for loss of any articles from any cause, from said Apartment or any other part of said buildings. Neither shall Landlord be liable for any injury to the Tenant, his or her family, guests, employees, or any person entering the apartment, building, or property of which the Apartment is a part. Landlord recommends that Tenant obtain renter's insurance to protect Tenant's personal property and to cover Tenant's liability. Tenant agrees to obtain insurance protecting the premises from loss or damage caused by Tenant or Tenant's negligence. Tenant is responsible for all damage caused the premises, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.
16. **TENANT'S OBLIGATIONS:** Tenant agrees as follows:
- To pay all rent and other charges promptly when due or assessed, including utilities for which Tenant is responsible. Tenant agrees to submit to Landlord upon demand, proof that any utilities, assessments or charges have been paid;
 - To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises;
 - No to do or keep anything in or about the premises which will increase the present insurance rate thereon. Tenant agrees to reimburse Landlord for any increase that might occur for violation of this rule;
 - To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
 - Not to intentionally or negligently destroy, deface, damage, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, furnishings, locks and appliances, or permit any member of Tenant's family, invitee, licensee, or any person under Tenant's control to do so, and agrees to notify Landlord of any such damage that occurs; To repair at Tenant's expense any damage to the premises caused by Tenant's acts or neglect within the time period provided by written notice from Landlord requiring such repairs;
 - To permit Landlord, his or her agents, employees, or representatives to enter the premises at reasonable times after notice as provided in the Residential Landlord-Tenant Act and to permit Landlord to show the premises to prospective Tenants;
 - Tenant understands that this tenancy shall terminate _____ p.m. on the last day of occupancy. It is Tenant's obligation to have the Apartment vacant and thoroughly clean by that hour;
 - To permit Landlord to display "for rent" or "for sale" signs at any time during a tenancy;
 - Not to install a water bed without the prior written approval of Landlord; if permission is granted to use a waterbed, Tenant shall obtain an insurance policy to protect Landlord from any damage which may be caused thereby;
 - Not to make any alterations, additions, painting or improvements to the premises, nor to change of add additional locks, nor change of add telephone or cable T.V. jacks, without the prior written approval of Landlord. In the even such consent is given, all such alterations or additions shall be made at the sole expense of Tenant and shall become the property of Landlord. They shall remain in and be surrendered with the premises upon vacancy. Tenant is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork;
 - To notify Landlord immediately in writing of any necessary repairs or damage to the premises;
 - To comply with all laws and ordinances and the directions of all proper officers in relation thereto;
 - Not to install any wires, cables or aerals for radio or television purposes on the roof or other parts of the building without Landlord's permission. Not to permit unauthorized occupants on the premises. Tenant may have guest stay a maximum of _____ days without authorization by Landlord. When not authorized in writing by Landlord, additional occupants shall be subject to a per day charge of \$ _____.

ADDITIONALLY, IF THE DWELLING WHICH IS THE SUBJECT OF THIS AGREEMENT IS AN APARTMENT, Tenant agrees to abide by the following:

- If applicable, the laundry room shall be cleaned after each use. Laundry facilities shall not be used by non-tenants or for commercial purposes.
- Not to throw anything from windows and/or balconies;
- Not to store bicycles or other personal effects in halls, stairways, elevator, laundry-room, public areas, or areas of the dwelling such as decks open to view other than as specifically designated by landlord, nor to store belongings on patios, decks or lanais;
- No signs or placards may be posted on or about the building or Premises;
- The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines is permitted;

- f) Tenant, family and guests shall have due regard for the peace and enjoyment of other tenants in the Building. The level of noise within any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any adjoining unit;
- g) To keep the Apartment, parking area, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.
- h) To conform to the rules and regulations adopted by Landlord which supplement this Agreement, including pool and/or recreation facility rules. Landlord's rules and regulations may be modified upon 30 days' written notice.

ADDITIONALLY, IF THE DWELLING WHICH IS THE SUBJECT OF THIS AGREEMENT IS A SINGLE FAMILY RESIDENCE, or if Landlord and Tenant agree, the following additional obligations of Tenant shall apply: (Landlord's initials _____ Tenant's initials _____)

- a) To provide and maintain receptacles for garbage and trash, and to contract for collection of the same;
- b) To mow and water the grass and lawn, and keep the grass, lawn, trees, bushes, flowers and shrubbery in good order and condition, and to keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice;
- c) To protect against freezing of water pipes and waste pipes and stoppage of same in and about the premises. If water pipes or waste pipes are frozen or become clogged due to neglect of Tenant, Tenant agrees to repair same at Tenant's expense, as well as all damage caused thereby.

17. **DESTRUCTION OF PREMISES:** If the premises are destroyed or damaged by fire, the elements, or other causes to an extent rendering the same untenable, the term of this agreement shall cease, without liability to either party or to the other for termination of this tenancy, but not affecting any other rights of each.

18. **SUMMARY OF FUNDS RECEIVED:**

Item	Charge	Payment	Owing
First Month's Rent			
Last Month's Rent (if applicable)			
Non-Refundable Fees			
Refundable Security Deposit			
Other Payments (describe)			
Total:			

18. **THE FOLLOWING DOCUMENTS ARE PART OF THIS AGREEMENT; TENANT ACKNOWLEDGES RECEIPT OF THE SAME:**

- _____ Property Condition Report; _____ Pet Addendum; _____ EPA Brochure: Protect your Family from Lead in Your Home
- _____ DCLU Landlord-Tenant law Summaries & Attorney General's Landlord Tenant Law Summaries
- _____ Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards _____ Rules and Regulations
- _____ Other: _____

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

Landlord/Agent

Tenant