

**RENTAL AGREEMENT**  
**Residential—Washington State**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ between \_\_\_\_\_, hereinafter called the "landlord," and \_\_\_\_\_, hereinafter called the "tenant(s)," for rental of property located at \_\_\_\_\_ Apt. \_\_\_\_\_, \_\_\_\_\_ (City), State of Washington (hereinafter called "premises").

"**Landlord**" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager

"**Tenant(s)**" is any person of majority age who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. The term "tenant(s)" includes both single tenants and multiple tenants. It does not include persons under the age of majority, persons not financially obligated under a rental agreement, or persons occupying the premises without the permission of the landlord.

**1. TERM:** (Check one option)

The term of this contract shall be for an initial term of \_\_\_\_\_ months beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_. At the expiration of the term, this lease agreement will continue thereafter on a month-to-month basis from the first day of each month to the last day of each month under the same terms and conditions herein. Except rent may be increased upon thirty (30) days' notice to the tenant(s) before the month in which the rent increase is to take place. Both the landlord and the tenant(s) shall provide notice to vacate to the other party no later than the 10<sup>th</sup> day of the month in which the tenancy is terminated or the tenant(s) intends to vacate.

OR

The term of this contract shall be month-to-month beginning \_\_\_\_\_, 20\_\_\_\_\_.

The lease term herein shall commence on the first (1<sup>st</sup>) day of the month, and in the event the tenant(s) take possession prior to the first (1<sup>st</sup>) day of the month, the tenant(s) shall pay the rent in a pro-rated amount to the first (1<sup>st</sup>) day of the following month. The prorated first month rent shall be \$\_\_\_\_\_.

**2. RENT:** The tenant(s) shall pay rent in the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) per month payable in advance on or before the first (1<sup>st</sup>) day of each month and is delinquent on the second (2<sup>nd</sup>) day of each month. If rent is not paid on or before the \_\_\_\_\_ day (3<sup>rd</sup> day if left blank) of the month, the tenant(s) shall pay a surcharge as additional rent in the amount of \$\_\_\_\_\_. This additional rent is calculated as a liquidated amount to compensate the landlord for the increased overhead in forbearing rent and is not a penalty. The landlord reserves the right to refuse personal checks and demand that payments be made by money order, cashier's check, or other certified funds. Delivery and prompt payment of rents and monies owed are the responsibility of the tenant(s). The landlord may take any action allowed under the law to collect due and owing rents and monies. Any rent tax or assessment payable to any governmental entity during the time the tenant(s) are in possession of the premises shall be paid by the tenant(s) upon fifteen (15) days notices of the taxes due.

A \$\_\_\_\_\_ charge will be assessed for returned checks. The landlord reserves the right to seek all remedies at law to collect dishonored checks, statutory fees and penalties, and costs and attorney fees.

Rent and all notices to the landlord shall be given at \_\_\_\_\_ or such other address as may be provided by the landlord.

Notwithstanding any restrictive endorsement or directive of tenant(s), monies received will be applied to tenant's(s') obligations in the following order: unpaid deposits; outstanding nonrefundable fees, reimbursement for damages or assessments; fees and costs including attorney fees; surcharges or late fees; rental arrears; and finally current rents due.

**3. OCCUPANCY:**

The right to occupancy is granted only to the following named persons and any offspring born or legally adopted during tenancy: \_\_\_\_\_

Any visitor shall be become an unauthorized occupant if he/she/they occupy the premises more than three (3) overnights in any twelve (12) month period. No other person or persons shall occupy the rental unit without the written consent of the landlord. Unauthorized occupancy shall be material breach of this rental agreement. The tenant(s) shall not assign or sublet the premises without the express written permission of the landlord.

**4. CONDITIONS OF DWELLING UNIT:** The tenant(s) acknowledges that the unit is safe, clean and in good condition. The tenant(s) agrees that all equipment in the unit is in good working order, except as described on the property condition report. The tenant(s) further acknowledges that the Landlord has made no promise or representation to decorate, alter or improve the property except as required by RCW 59.18.060. The premises shall be returned to the landlord in as good a condition excepting normal wear and tear as when the tenant(s)'s took possession.

Except as otherwise provided by law, the landlord shall not be liable to the tenant(s), the tenant's(s') family, invitees, agents, employees, or guests for any damage to persons or property caused by act or omissions of other tenant(s) or other persons, whether such persons be off the premises or on the premises; with or without permission of the tenant(s). The tenant(s) shall be liable for losses or damage from theft, fire, water, or any other cause. The tenant(s) shall be liable for all losses or damages from failure, interruption or malfunction in the utilities provided to the tenant(s) under this lease. The landlord shall not be liable for injuries in or around the recreational facilities or elsewhere on the premises. The landlord shall not be liable, except as provided by law, for any defects in the premises or damage caused by such defects, if the defects are unknown to the landlord. The tenant(s) understands and agrees that insurance purchased by the landlord is for the sole benefit of the landlord. For that reason, the tenant(s) shall obtain personal property and renter's insurance.

**5. UTILITIES:** The tenant(s) shall pay all utilities except \_\_\_\_\_ which shall be paid by the landlord. The tenant? must notify utility companies of his/her occupancy and responsibility for payment within 2 days after the commencement date of this rental agreement for the following checked utilities. If utilities are not paid, tenant(s) shall be charged actual utility costs including service costs plus a \$50.00 accounting fee. Failure to pay any utility shall be a material breach of this agreement and may result in termination of tenancy and eviction.

**6. NON-REFUNDABLE ADMINISTRATIVE FEE:** Before taking possession of the premises, the tenant(s) shall pay to the landlord \$ \_\_\_\_\_ a non-refundable administrative fee for the purpose of setting up and maintaining the tenant(s) file. It is not a cleaning or damage fee, nor is it a deposit. This non-refundable fee belongs to the landlord at the time it is paid.

**7. SECURITY/DAMAGE DEPOSITS:** The tenant(s) shall tender \$ \_\_\_\_\_ to the landlord to be deposited in an account for tenant's(s') deposits at \_\_\_\_\_, whose address is \_\_\_\_\_, State of Washington. Any change in the name and address of the depository will be promptly provided to the tenant(s).

The landlord shall provide an itemized statement for retaining any of the deposit, together with any refund payment within fourteen (14) days after termination of the Rental Agreement and vacation of premises or within fourteen (14) days after the landlord learns of the tenant(s) abandonment. Any portion of the deposit retained by the Landlord is conditioned as follows: The security deposit may be used to offset unpaid rent and late charges, unpaid utilities, notice costs, service fees, attorney fees regardless of whether legal action has been taken, court and litigation costs, and any other cost of fee incurred by the landlord for enforcing this rental agreement. The security deposit may be used to pay for cleaning, restoration, and replacement costs. The security deposit may be used to offset any consequential losses to landlord for the process of mitigation for re-renting the premises in the event the tenant(s) vacates the premises without proper notice. The security deposit may be used to pay for damages arising out of any breach of any rule or provision of this agreement or failure to perform any duty under this agreement or duties found in RCW 59.18.130. If occupancy is for less than twelve (12) months, the tenant(s) will be liable for painting costs.

The landlord may retain an amount equal to the amount of the deposit as a liquated amount for the landlord's time and inconvenience associated with re-renting the property in the event the tenant(s) vacate the premises prior to the end of the lease term or vacates without providing notice to the landlord of the tenant(s)'s intentions to vacate. This is in addition to the other ascertainable losses incurred by the landlord for purposes such as the process of mitigating damages, staff costs, and advertising costs

**8. TENANT DUTIES AND RESTRICTIONS:** The rental unit shall be used as a residence only and may not be used for any business purpose including yard or garage sales. The tenant(s) has a duty to supervise and control the conduct of Lessee's family, guests, invitees, employees, and agents. Violation by the tenant(s), his/her family, invitees, guests, employees, and agents of any of the terms of this lease shall be deemed as a violation by tenant(s). Visits by law enforcement officers to the premises for improper behavior are grounds for termination of tenancy and/or other legal action.

**Clean and Sanitary:** The tenant(s) shall keep the premises clean and sanitary at all times and promptly clean any messes in common areas and not litter the common areas of the building nor destroy, deface, damage or remove any part of the unit, common areas, or grounds.

**Properly Use Furnishings, Appliances, and Fixtures ;** The tenant(s) shall properly use all furnishings; appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.

**Quiet and Peaceful Enjoyment:** Noise of any kind shall not be audible outside of the rental unit. The tenant(s) is responsible for the conduct of guests and invitees. The wellbeing of the neighborhood is important to the landlord.

Tenant(s) shall not engage in conduct that detracts from the wellbeing of the neighborhood. Tenant(s) shall not harass, threaten or otherwise engage in conduct that alarms, annoys, harasses, or is detrimental to neighbors or others. The tenant(s) shall not shake dust mops out of windows or balconies and shall not drop or pour any substance out of windows or off balconies.

Waterbeds and Personal Property: No waterbed or water-filled furniture is allowed in the premises. The tenant(s) shall not store any article or item of personal property in any part of the common area of the premises. The landlord will not be responsible for the theft or damage to any of the tenant(s) personal property.

Smoking: Smoking of any substance of any nature is strictly forbidden in any structure on the premises. Smoking will be allowed only in a location that is a minimum of 25 feet from any door, open window, or intake vent. Tenant(s) shall safely and properly dispose of cigarette butts immediately.

Illegal Activity: Illegal activity of any kind is not allowed in or about the premises. Illegal activity will be reported to law enforcement and will be prosecuted to the fullest extent of the law.

Promptly Provide Notice Of Defects: The tenant(s) shall give the Landlord prompt written notice of any defect in the plumbing fixtures, heating and cooling equipment or any other part of the unit or common areas of the building; and otherwise comply with the tenant(s) duties under 59.18 RCW.

Infestations: The tenant(s) acknowledges that the premises are free from insect or rodent infestation. In the event of an insect or rodent infestation, the tenant(s) shall pay for the costs of fumigation and extermination costs.

Payment for Repairs: The tenant(s) shall be responsible for the cost of all repairs for any damages caused by the carelessness, misuse or neglect on the part of the tenant(s), occupants or the tenant(s)'s guests and invitees. The tenant(s) shall pay for damages within 30 days of the landlord's demand for the repair charges. Failure to pay for damages within thirty days shall be a material breach and shall be grounds for termination of tenancy pursuant to RCW 59.12.030(4).

Fire Safety and Carbon Monoxide Devices: The tenant(s) shall not tamper with any fire safety device or carbon monoxide detector. If a smoke detection device or carbon monoxide detection device appears inoperative or damaged, the tenant(s) shall immediately report the matter to the landlord.

Space Heaters and Electrical Devices: Space heaters or other portable heaters are not permitted in the premises. The existing heating system will be the only heat source in the building, and the tenant(s) shall not use any other devices to heat the dwelling unit. The number of electrical devices (radios, toasters, shavers, etc.) shall be limited to the number of outlets in the room. Extension cords must be UL approved and not used to plug more than one device into an outlet.

Locks: The tenant(s) shall not change existing locks nor install additional locks on the doors of the premises. Broken or defective locks shall be reported to the landlord immediately. Only the landlord may replace a lock. The landlord shall have the right to replace and/or reconfigure locks without notice in the event the tenant(s) alters existing locks. The tenant(s) shall not provide keys to others. Lost keys shall be reported to the landlord immediately. The tenant(s) will be billed for lost keys and for the costs of re-keying locks. The tenant(s) shall keep the apartment locked at all times and the landlord will not be liable for any break-in, burglary, or robbery. The tenant(s) shall pay the cost of all repairs caused by any break-in, burglary, or robbery.

Pets: The tenant(s) shall not keep any animals of any kind on the premises or allow visitors to bring animals on the premises without the written permission of the landlord.

Laundry Room & Other Facilities (if applicable): Services provided are for tenant(s)' use only. The laundry room and other facilities shall be cleaned after each use. Laundry facilities shall not be used by outsiders or for take-in laundry. To the extent allowed by law, all persons using the recreational facilities, if provided, do so at their own risk. The landlord has no duty to operate recreational facilities and reserves the right to close any facilities or any part thereof at any time as the same are hereby agreed to not be considered a material portion of the premises. All recreational facilities are for the tenant(s)'s use only, No guests are allowed. The landlord may post additional rules and regulations including age-appropriate restrictions pertaining to recreational facilities.

Parking: On-site parking, if any, is for the benefit of the tenant(s). The tenant(s) shall park only the vehicle registered with the landlord on landlord-provided parking spaces. All other vehicles will be towed at owner's expense by towing company posted on site. Only one licensed passenger car or pickup truck are allowed to be parked on site. No other vehicles including but not limited to all-terrain vehicles, campers, trailers, boats, buses, motorcycles, motor homes, or any other motorized vehicles of any type or description are allowed to be parked on site. The tenant(s) shall not store any vehicle on site. The tenant(s) shall not perform any maintenance or repair of any kind to any vehicle on site. Vehicles with flat tires or other state of disrepair may not be parked on site. The tenant(s) shall not wash cars on site. No storage of any vehicles allowed on site. The tenant(s) understands and agrees that failure to comply with the terms of the paragraph may result in the vehicle being towed without notice. The tenant(s) shall pay for all towing and storage costs and shall hold the landlord harmless from any and all claims associated with vehicles being

Access to the Premises and Inspections: The tenant(s) shall allow access to the premises by the landlord or the landlord's agents at reasonable times for making agreed upon or necessary repairs, inspections, alterations, or improvements upon two days' notice (or without notice in the case of an emergency). The tenant(s) shall not unreasonably withhold consent for the landlord or the landlord's agents to enter at reasonable times. Unreasonably

withholding consent for the landlord or the landlord's agents shall be a material breach of this agreement and shall be grounds to terminate the tenancy. For purposes of this section, "notice" may be hand delivered to the tenant(s) or posted on the premises in a conspicuous place. The landlord and the tenant(s) may mutually agree to access to the premises for the making necessary or agreed repairs without notice or with telephonic or electronic notice.

**Surrender and Vacating the Premises:** The tenant(s) shall clean and restore the premises to its initial condition except for reasonable wear and tear upon the termination of this tenancy and vacation of premises. Damaged property will be charged at the cost of repair. Labor for cleaning and repairing the property shall be at the rate of \$ \_\_\_\_\_ per hour (\$25 per hour if left blank). Soilage is not ordinary wear and tear. The tenant(s) shall professionally shampoo carpets and dry clean drapes as part of the cleaning and restoration of the premise to its condition at the commencement of the tenancy. The tenant(s) shall replace or repair in a professional manner acceptable to the landlord any missing or damaged property provided by the landlord including all keys and remote controls. The tenant(s) shall leave equipment, appliances, and fixtures in the premises in as good a condition as when the tenant(s) took possession excepting ordinary wear and tear. Theft or malicious damage may be subject to criminal prosecution.

**Actions increasing the landlord's costs:** The tenant(s) shall not take any actions that might result in an increase in the landlord's insurance premium or otherwise unreasonably increase the landlord's operating expenses or other overhead.

**Costs of Notices:** The tenant(s) shall reimburse the landlord for the preparation and service costs of any notices contemplated under RCW 59.12 or RCW 59.18.

**Statutory Duties:** The tenant(s) shall comply with those duties RCW 59.18.130.

Failure to comply with these duties and restrictions shall be a material breach and shall be grounds for termination of tenancy.

**9. ALTERATIONS:** The tenant(s) shall not make any alterations to the premises without first obtaining the landlord's written permission prior to commencing alterations. Alterations made without the landlord's written permission shall be a material breach and shall be grounds for termination of tenancy.

Alterations include but are not limited to: changing or removing any part of the fixtures or equipment in the unit; painting or installing wallpaper or contact paper, or other stickers in the unit; attaching awnings or window guards in the unit; attaching or placing any fixtures, signs, or fences on the building, or grounds; installing washing machines, dryers, freezers, fans, heaters, air conditioners or other appliances or fixtures in the unit; or placing any aerials, antennas, satellite dish or other electrical connection on the unit.

**10. TENANT(S)-CAUSED DAMAGES:** For any injury to property or rights of the landlord caused by the tenant(s), the tenant(s)' agents, family, guests, servants, assignees, subtenant(s), or employees which can affect the health and safety of the tenant(s) or other persons, or substantially increase the hazard of fire or accident that can be remedied by repair, replacement of a damaged item, or cleaning, the tenant(s) shall comply within thirty (30) days after written notice by the landlord specifying the damage or injury, or in case of emergency as promptly as conditions require. If the tenant(s) fails to remedy the damage or injury within 30 days (or in case of emergency, as promptly as conditions require), the Lessor may enter the leasehold premises and cause the work to be done and submit a bill for the cost of repair to the tenant(s) which the tenant(s) shall pay on the next date when periodic rent is due or payable immediately, if landlord so demands. All remedial action shall be performed by a qualified and/or licensed, bonded person in a professional manner consistent with existing finish and in quality and manner acceptable to landlord. The tenant(s) agrees to hold the landlord harmless against all damage claims; unless it can be clearly proven that it was caused by the agent, servant, or employee of the landlord. Any failure by the tenant(s) to meet the conditions of this paragraph will constitute grounds for legal action including termination of tenancy.

**11. DISCRIMINATION POLICY AND THERAPEUTIC/ASSISTANCE ANIMALS:** The landlord does not discriminate on the basis of familial status, race, color, religion, creed, national origin, sexual orientation, age, handicap or other disability.

Prior to keeping and maintaining an assistance animal on the premises, the tenant(s) shall submit to the landlord a signed statement from a licensed health care provider stating the need for a assistance animal and the type of animal (cat, dog etc.). The statement shall include the name, address and telephone number of the health care provider. The tenant(s) shall provide proof that the assistance animal has received all of its vaccinations and that it is properly licensed by the governmental authority charged with licensing animals. Furthermore, the tenant(s) shall properly care for the assistance animal including proper sanitation and disposal of animal waste and shall ensure that the assistance animal does not unreasonably disturb neighbors or other tenant(s). The landlord may require the tenant(s) to produce proof of licensing and vaccinations annually and may require recertification by a licensed health care provider annually. Failure to comply with any of these requirements for assistance animals shall be a material breach and shall be grounds for termination of tenancy.

**12. ATTORNEY FEES, COLLECTION COSTS AND JURISDICTION:** In any action to enforce the provisions of this rental agreement, the prevailing party shall be entitled to an award of attorney fees and costs. Furthermore, if the landlord

retains the services of a third party collection agency or attorney, the tenant(s) shall be liable for all collections costs as permitted by law. Any such action shall be brought in county in which the premises are located.

**13. WAIVERS, SUBORDINATION AND INTEGRATION CLAUSE:**

Waivers: Acceptance of performance varying from any of the terms, covenants, conditions, or rules of this agreement shall not constitute a waiver of any subsequent default or of any subsequent breach of the same, or of any other covenant, condition or rule herein contained.

Subordination: This rental agreement is subordinate to all security interests which may now or hereafter affect the real property, of which the premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordination, the tenant(s) shall execute promptly any certificate the landlord may request. The tenant(s) hereby constitutes and appoints the landlord as the tenant(s)'s attorney-in-fact to execute any such certificate or certificates for and on Lessee's behalf.

Integration: This rental agreement together with written addendums hereto, represents the entire agreement between landlord and the tenant(s) and no other representations shall be binding or valid. Any modification to the rental agreement must be in writing and executed by both the landlord and the tenant(s). If any term, conveyance, or condition of this lease agreement is found to be void or unenforceable by reason of law, the remaining portions of this lease shall sever and survive, remaining in full force and effect.

**14. ADDITIONAL PROVISIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. ADDITIONAL CLAUSES** (Incorporated by reference and annexed hereto):

- \_\_\_\_ Property Condition Report
- \_\_\_\_ Furniture Addendum
- \_\_\_\_ Household Mold, Moisture Handbook
- \_\_\_\_ Mold Disclosure Information
- \_\_\_\_ Smoke Detection Device and Fire Safety and Protection Notice
- \_\_\_\_ Vacating and Cleaning Specifications
- \_\_\_\_ Visitor Policy
- \_\_\_\_ Lead Based Paint Disclosure and Handbook
- \_\_\_\_ Carbon Monoxide Addendum, Notice & Agreement
- \_\_\_\_ OTHER \_\_\_\_\_

**16. FUNDS RECEIVED** (Receipt of which is hereby acknowledged):

Rent: \$ \_\_\_\_\_  
 Security, Damage and Cleaning Deposit: \$ \_\_\_\_\_  
 Other Deposits: \$ \_\_\_\_\_ Specify: \_\_\_\_\_  
 Non Refundable fees: \$ \_\_\_\_\_  
 Other funds: \$ \_\_\_\_\_ Specify: \_\_\_\_\_

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LANDLORD (phone)

\_\_\_\_\_  
TENANT(S) (phone)

\_\_\_\_\_  
LANDLORD (phone)

\_\_\_\_\_  
TENANT(S) (phone)