



WASHINGTON STATE RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT RECEIPT FOR SINGLE & MULTI-FAMILY HOMES

This AGREEMENT made _____ (date) _____ between **Full Service Property Management, PLLC** (who shall be the Agent for the Landlord as defined in law, hereinafter called "Owner") whose address is **PO Box 78358 or 12418 83rd Ave. S, Seattle, WA 98178** and (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"), for rental Premises located at: (address) _____, (city) _____, WA (zip) _____, County of (county) _____, (the "Premises").

1. TERM: The term of this Agreement shall be _____ (10, if not filled in) months beginning (date) _____ and ending (date) _____. Upon expiration of the above-stated initial term of Lease, this Agreement shall NOT revert to month-to-month tenancy following expiration of the term, but shall cease and Resident's rights to occupy the Premises shall cease, unless extended by both parties by mutual written agreement.

2. MONTHLY LEASE AMOUNT for said rental unit shall be (rental amount) _____. The total amount set forth above is payable in advance by the first day of each and every month during said term to Owner at 12418 83rd Ave. S, Seattle, WA 98178. or any such other place that the Owner may from time to time designate. Any rent unpaid by the due date is termed delinquent. Owner will apply funds received from Resident to rent first, then at Owner's option, balances due in the following order: current rent, past due rent, damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental. At any time during a month-to-month tenancy, rent may be increased on 60 days written notice, except for housing cost increases for properties within the Seattle city limits where the increase exceeds 10% annually, which shall require 60 days' written notice.

Late fees will be waived through the **Fifth day** of each month. Rent received on or after the sixth day of each month shall result in assessment against Resident of **10% of the rent** late payment charge if paid on the sixth day or later, **plus \$10/day** each additional day thereafter that rent has not been paid in full, all of which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

Any rent check that is mailed will be credited to the Resident ledger on the day it is received. Payments arriving by mail late will be subject to late charges. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a **\$50.00** returned check fee. Should Resident submit a check which is dishonored or returned for insufficient funds, or should Resident offer payment to cure any default such as following receipt of a Pay or Vacate Notice, Resident shall make such payment by cash, cashier's check or money order. If Resident gives Owner two checks that are returned for nonpayment, all future payments by Resident shall be made by cash, cashier's check or money order. Notwithstanding the foregoing, Owner may issue a Fourteen Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue. The issuance of three or more Fourteen Day Notice to Pay Rent or Vacate notices within any 12-month period shall be grounds for termination of this agreement, unless otherwise provided by law.

If for reason of non-payment of rent Owner shall give a statutory Fourteen (14) Day Notice to Pay rent or Vacate, or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of **\$75.00** for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

3. DEPOSIT: Resident agrees to pay the sum of _____ as a deposit for all purposes, including unpaid rent, damage, cleaning, late fees & notices, utilities, keys and other charges. The deposit shall be kept in a trust account with **US Bank**, whose address is **Skyway Branch, Seattle, WA**. Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Owner. At the conclusion of the tenancy, Resident shall provide Owner with a single forwarding address to which the deposit accounting and any refund is to be sent. Any refund will be either by a single electronic check or by a single check payable to all individual Residents and they shall apportion any refund among themselves. By initialing here, Resident agrees to accept any refund from deposit electronically, as well as any move-out calculation letter via email. Resident acknowledges this modifies RCW 59.18.280 which stipulates US Mail delivery. **Resident(s) to initial** _____

4. NON-REFUNDABLE CHARGES AND/OR PROCESSING FEES: Resident agrees to pay the sum of **(admin fee)** as a **non-refundable charge** which shall be used for administrative fee, which sum shall not be refunded under any circumstances.

5. PREPAYMENTS: Resident has made or will make a prepayment of **(last month's rent deposit)**. This prepayment may be used for the last month's rent. But in the event Resident falls behind in payment of charges then this prepayment may be used for any other charges including, but not limited to: current rent, late rent, late fees, NSF fees, repairs, etc. Resident is required to pay any difference between the prepayment and the actual last month's rent if rent has increased before the last month of tenancy.

6. APPLICATIONS AND SCREENING FEES: Application and/or screening fees paid prior to commencement of tenancy in the amount of **\$40.00 per adult** (over 18 years of age) are **non-refundable**. Resident authorizes Owner to obtain supplementary credit reports at any time during the Resident's occupancy of the Premises at Owner's expense. Resident warrants that they have never been convicted of or pleaded guilty or no contest to a misdemeanor or felony charge involving sexual misconduct, or a crime against a child (whether or not resulting in a conviction). Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and that Owner may take legal action to terminate this Agreement in such case. **Resident(s) to initial** _____

7. TERMINATION OF TENANCIES: This is a term lease, and neither party is required to provide notice of termination to the other party, but both parties recognize such notice is a common, but not necessary, courtesy within this Agreement. **YOU ARE HEREBY GIVEN NOTICE NOT LESS THAN 60 DAYS' PRIOR TO THE TERMINATION OF YOUR LEASE, AS REQUIRED BY LAW, OF OUR INTENT NOT TO RENEW YOUR LEASE AND YOUR NEED TO VACATE THE PREMISES AT THE TERMINATION OF THIS LEASE** (unless otherwise agreed to by both Parties). If Resident continues to occupy Premises after expiration of this lease and without a lease renewal duly executed, then Resident agrees to pay, in addition to rent and any other periodic charges, a month-to-month fee of \$200/mo., at the discretion of the Owner. When notice of termination is given by Resident, it 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. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Owner in writing. If Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310, except that the Resident agrees to additionally forfeit all security deposits and one month's rent plus all costs incurred for re-leasing the property including, but not limited to, cleaning, repairs, utilities, and owner lease-up fees.. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310. Issuance of three or more 10-day Notice to Comply notices in any 12 month period shall be grounds for termination of tenancy, unless otherwise provided for by law.

8. DAMAGE: Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (as required by RCW 59.18.260, and made a part of this Agreement by reference). Resident 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 Owner, throughout the term of this Agreement and upon surrendering the premises to Owner. Resident will bear the cost of

any cleaning or repair performed by Owner to restore the premises to the condition indicated on the attached Property Condition Report, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by Owner while performing repairs and/or cleaning because of failure to comply with the foregoing. The Property Condition Report will be used to determine the refund of deposit at the end of this tenancy. Resident understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product or marijuana use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Owner-installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing carpeting or padding.

9. AFTER-HOURS LOCKOUT CLAUSE: If Resident(s) misplace keys to the rented premises, Resident(s) are to contact a locksmith to allow entry at their own expense. Owner or offsite management reserves the right to charge a 'lockout fee' at any time and onsite management reserves the right to do so after hours, not to exceed \$150 plus sales tax and to be payable upon entry. Owner does not guarantee 'lock out' service to be available. Resident agrees to hold Owner and Owner's employees harmless from any damage to premises while performing lockout services with good faith efforts.

10. A) SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION. The Premises are equipped with hard-wired and/or battery-operated smoke detection device that have been checked and are properly operating at the commencement of tenancy. It is the responsibility of Resident to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply with the provisions of paragraph #10 can be fined up to \$200.00 in accordance with RCW 43.44.110/WAC 212.10.050. Resident's initials at the end of this paragraph indicates that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement.

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' failure to maintain the unit, tenant may leave himself/herself open to lawsuits and liability (WAC 212.10.050). Resident also agrees to test the smoke detector for proper operation twice a year, and to report any malfunctions to the Owner in writing.

Owner hereby discloses, and Resident acknowledges, that there is no fire sprinkler system, no fire alarm system, no emergency notification plan, emergency relocation plan, or emergency evacuation plan.

The Premises have a limited smoking policy. The following conditions apply:

1. No smoking of tobacco or marijuana or vape products inside the structure, or any garages or sheds or other enclosed spaces.
2. Resident must provide a receptacle for cigarette, cigar or pipe tobacco outside of apartment.
3. Cigarette, cigar or pipe tobacco may not be discarded onto sidewalks, parking areas, into landscaping, or other such areas as designated by Owner.
4. Owner reserves the right to restrict smoking in any common area at its sole discretion

B) CARBON MONOXIDE DETECTION DEVICES: The premises are equipped with one or more carbon monoxide detectors. It is the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices. Resident's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the carbon monoxide detection

device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' failure to maintain the unit, Resident may leave himself/herself open to potential lawsuits and liability (WAC 212.10.050). Resident also agrees to test the carbon monoxide detector for proper operation twice a year, and to report any malfunctions to the Owner in writing.

Resident(s) to Initial _____

11. USE/ASSIGNMENTS OR SUB-LETTING: Resident shall not use the premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation, including but not limited to garage/yard sales, and private lessons/tutoring, and marijuana grow operations. Resident shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Resident 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 without the express written consent of the Owner other than as the primary full time residence for the following named persons (include all minors);

Lease Contacts

Role	Name	Home Phone	Work Phone	Mobile	Email
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plus _____.

Changes in occupancy are not permitted without the prior written approval of Owner at the Owner's sole discretion. If Owner finds unauthorized tenants living on the Premises then Resident agrees to pay Owner a fee of \$250 per unauthorized tenant, and to comply with Owner's request to terminate occupancy of unauthorized tenants and/or add them to the lease, at Owner's sole discretion. In the event that Resident contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Owner consents thereto and prepares a revised rental Agreement, which shall be signed by all Residents. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy.

12. UTILITY CHARGES: Resident agrees to establish use, maintain and pay for all utilities without delinquency used in or charged against the Premises during the term of this Agreement, except that Resident agrees to pay a monthly utility surcharge of (\$0 unless filled in) for which the Owner will be responsible for the following utility charges: (none, unless filled in). Resident agrees to submit to Owner upon demand proof that any utilities, assessments, or charges have been paid by Resident. In the event Resident fails to turn utilities on in a timely fashion then Resident shall be responsible for pro-rated amounts for the utility billing period including the move-in date. In the event Resident fails to turn utilities off in a timely fashion then Resident shall be responsible for all utility charges until such time as Owner becomes aware of same and switches utilities into Owner's name. These turn on/off provisions apply only to those utilities for which the Owner is legally liable.

Non-payment of utility charges may lead to eviction proceedings. Owner is entitled to use Resident's security deposit to recover unpaid utility charges upon move-out. Owner is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Resident's lack of payment, or otherwise.

Owner believes the premises are served by the following utilities, but such information is deemed reliable, but not accurate, and Resident agrees not to hold Owner liable if such information has changed or is inaccurate. Utility companies serving property:

Excessive Use of Owner-supplied Utilities: Resident is hereby notified to use all utilities supplied by owner in reasonable amounts, and to not allow or permit excessive use of said utilities. In the event Owner sees a large increase in utility bills for utilities completely or partially supplied by Owner, then Owner may, at Owner's sole discretion, impose an "excess utility surcharge" on tenant for the remainder of the lease, but only after Owner has issued two (2) 10-day Notice to Comply within a 12-month period. Owner and Resident both acknowledge that what is considered excessive may be subjective, and Resident agrees to comply with Owner's best judgment.

13. DELIVERY OF PREMISES: If for any reason whatsoever Owner does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner 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 Owner be liable to Resident for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 5 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident.

Upon termination of tenancy, Resident shall:

1. remedy or repair any damage caused intentionally or unintentionally or accidentally or through negligent action by Resident or other person(s), invitee, animals allowed on premises by Resident, excepting normal wear and tear;
2. Labor and administrative costs for cleaning and repairing the premises shall be at the rate of **\$75.00 per hour**, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost, plus 15% administration fee.
3. return all keys to Owner;
4. have the premises professionally cleaned by a professional house cleaner;
5. be responsible for all costs of fumigation and/or extermination of infestation caused by Resident;
6. have all carpets/rugs professionally cleaned by a professional, licensed carpet cleaner, and;
7. provide proof of final payment for all utilities.

14. PETS AND ANIMALS: Except for service animals and emotional support animals as defined in law, Resident shall maintain no pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or guests to do so, other than . If permission for animals is given by Owner, no animal noise shall be allowed to escape from the property or to disturb neighbors. These policies include "house guests". No pets are to be added or substituted without Owner's written permission. Resident and Owner agree that violation of this rule of addition or substitution will be subject to a **\$420/pet fine** and removal of each pet.

If a pet is permitted, then Resident agrees:

1. To pay a non-refundable, one-time fee of . This fee will be used for purposes only.
2. To pay a refundable, one-time deposit of (zero if blank).
3. To take full responsibility for any cleaning, fumigation, or damage/repairs to the apartment, building, grounds, flooring, walls, trim, finishes, tiles, carpeting, yard restoration, etc. that are necessary as a result of the pet.
4. To keep pet under control at all times. Should the pet become a nuisance due to noise, marking, or damage to buildings or grounds, etc., then Resident agrees to

immediately remove the pet from the Premises upon Owner's request. If Resident does not comply, Resident shall be served a ten (10) day notice to comply and possibly face eviction as per Washington State Landlord/Tenant Law.

5. To clean-up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys, and neighboring properties.
6. The pet will not be allowed out of the house or apartment, except in the cases where there is a fully fenced back yard, unless it is in the custody of the Resident and on a leash not to exceed five (5) feet in length, if applicable. The pet will not be tied outside of the house or apartment at any time while unattended.
7. Owner reserves the right to deny tenancy to any Resident or applicant based on breed, size, behavior, history, personal meeting, or any other information which the Owner deems may compromise the safety or well-being of any other Resident or neighbor or may increase insurance or other costs to Owner.

15. ATTORNEYS FEES: As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs up to but not exceeding \$500.00 in addition to other damages awarded, incurred in the event any action, suit or proceeding commence to enforce the terms of this Agreement.. 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. The attorney's fees limitation applies to statutory, tort, and contractual claims."

16. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Owner to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid, or unenforceable, there be added as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

17. WATER-HEATER: Pursuant to RCW 19.27, the State of Washington requires that upon occupancy, the temperature control in an accessible domestic hot-water heater within a rental dwelling be set no higher than a 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has inspected the hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit. **Resident(s) to initial** _____

18. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention, and Resident acknowledges that he/she has had a copy delivered to him/her either physically or electronically (via the Tenant Portal). Resident further acknowledges that he/she may request a copy from Owner in writing during any time of tenancy, and agrees to hold Owner harmless for Resident's failure to have delivered, obtained, or read said pamphlet.. Owner has no knowledge, reports or records of lead based paint and/or lead based paint hazards in the Premises, unless otherwise disclosed.

19. MOLD: With Resident's initials below, Resident acknowledges that mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the resident's apartment, storage, or other rented areas, mildew and mold can grow. It is important for the resident to keep these areas clean and to promptly notify the Owner of any leaks, moisture problems, and/or mold growth. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the apartment free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to immediately notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to immediately notify the Owner in writing of any significant mildew or mold growth on surfaces in the apartment.
5. Resident agrees to allow the Owner to enter the unit to inspect for mold and make necessary repairs.
6. Resident agrees to use bathroom exhaust fans while showering or bathing and use exhaust fans whenever cooking, washing dishes, or cleaning. If the apartment is equipped with an automatic ventilation fan, Resident agrees to not disable or otherwise adjust the fan settings. Resident also agrees to report to the Owner any non-working fans.
7. Resident understands that mold can grow on damp surfaces within 24 to 48 hours and agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible.
8. Resident agrees to notify the Owner of any problems with the heating, ventilating, and/or air conditioning systems.
9. Resident agrees to indemnify and hold harmless the Owner, including agents, employees, & vendors, from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner may sustain or incur as a result of the negligence of the Resident, including failure to abide by this agreement, or any other Person living in, occupying, or using the premises

Resident(s) to Initial _____

20. STORAGE AND PARKING: Resident recognizes that his/her storage of any personal property or vehicles on the Premises is at his/her own risk. Resident acknowledges that all locks or security systems may potentially be breached and that no warranty or representation is made regarding the efficacy of such systems. Resident hereby recognizes that Owner is not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Owner's control. Resident further agrees to park vehicles only in areas designated for such, including garages, carports, and driveways, and not to park vehicles on lawns, yards, or other areas not designated for parking. Resident agrees not to store any abandoned or non-operating vehicles on the premises for more than 14 days.

21. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION: Owner disclaims any warranties or representation that will be liable to Resident, Resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that Owner and its legal representatives do not guarantee, warrant, or insure Resident's personal security and are limited in their ability to provide protection. Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. **Resident understands that any proactive steps Owner has taken are neither a guarantee nor warranty that there will be no criminal acts, or that Resident will be free from the violent tendencies of third persons. Resident has been informed and understands and agrees that personal safety and security are Resident's own personal responsibility.** Harassment or intimidation of a resident, guest, owner, or owner's agent is prohibited.

22. ATTRACTIVE NUISANCES: Residents agree to not use, install, allow, or support any attractive features including but not limited to trampolines, skate ramps, or pools, on the property or surrounding property areas due to potential injury. Any attractive features or such other items in Resident's possession shall be stored in such a way that it/they cannot be used. Resident agrees to have items dismantled and stored in a safe condition.

23. RENTERS INSURANCE: Resident is responsible for all damage caused to the Premises as a result of the negligence of Resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused

thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

The following additional lease provisions are hereby agreed to:

1. Tenant is responsible for payment for Home Assistant services made available by Landlord, and facilitated by the platform provided by Latchel, Inc. These services and their cost are separate from Tenant's monthly rent payment and all other payments described in the Agreement or any separate addenda. The Home Assistant services offered are described in your Resident Welcome Packet. If you did not receive a copy of this packet, please reach out to your property manager.
2. Home Assistant concierge services are available via phone, or text 24/7/365, at **(206) 203-4414** or via web via link you will receive from your concierge welcome message. Contact Home Assistant for all maintenance and concierge requests.
3. The above services will be billed by Landlord monthly at a rate of \$40. The cost to the Resident will be billed monthly at the time of rent payment.
4. Tenant acknowledges and agrees that:
 - a. Tenant is opting-in to receive email and SMS messaging from Latchel, Inc. related to Tenant's maintenance and Home Assistant concierge services.
 - b. All of Tenant's calls with Latchel, Inc., its agents and affiliates may be recorded for quality, training, and auditing purposes.

24. LIENS AND SALES: Owner may mortgage the Premise or Property or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppel certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien on the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed on the Property or the Premises and to any or all advances to be made or announced owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days of demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any foregoing purposes.

25. GENERAL TERMS. No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Resident and Owner. Resident and Owner agree that email messages shall constitute 'written notification' under RCW 59.18, except that all revisions, alterations, and addenda to this lease must have signatures of both parties. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each Resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of the Owner.

25.a. SEVERABILITY. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there is added, as a part of this Agreement, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or provision as shall be legal, valid, and enforceable. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between Owner and Resident pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto.

26. RESIDENT'S OBLIGATIONS: Resident agrees as follows:

A. GENERAL

- a. To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible.
- b. To execute all revised rental agreements upon request;
- c. To provide the Owner with emergency contact information within 10 days of commencement of tenancy and to provide updated or new information whenever such information is available;
- d. To notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Owner by any governmental agency resulting from a Resident's negligent behavior, including but not limited to failure to observe burn bans, or Resident's maintenance of a nuisance, shall be the responsibility of the Resident to pay;
- e. Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule;

B. CONDUCT

- a. Resident is responsible for their own proper conduct and of all guests, including the responsibility for understanding and observing all policies and rules;
- b. Resident shall reimburse Owner immediately upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, their invitees, family, or guests. Owner's failure or delay in demanding damage reimbursement, late payment charges, returned check charges, or other sums due from Resident shall not be deemed a waiver thereof; and Owner may demand the same at any time;
- c. Not to permit any person to occupy the Premises other than those persons identified in paragraph 11. Guests of Resident staying a maximum of 5 days are permitted within any given 2 week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a charge of \$250;
- d. Keys for unit shall not be copied nor given to anyone other than those listed in para. 11 as occupants without the Owner's prior written consent.
- e. To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Owner's prohibition on the use of the Premises for prostitution, marijuana cultivation and/or drying/storing/processing,, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Such violation shall be grounds for immediate termination of lease. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or neighbors, or endanger the health, safety, or well-being of any resident, family member, guest or invitee at the Premises or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- f. Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises under RCW 59.18.030 at reasonable times after notice as provided in the Residential Landlord/Tenant Act, and to permit Owner to show the premises to prospective Residents;
- g. Resident shall not keep or maintain a nuisance on the Property;
- h. Resident shall not make nor allow any disturbing noises which will interfere with the rights, comforts, or convenience of others. TV, stereo, radio and musical instrument volumes shall be kept low enough so as not to disturb others;

- i. To notify Owner immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc. Notification should be immediate in an emergency. Repair requests should be made as soon as the defect is noted.
- j. Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets shall be professionally cleaned by professional carpet cleaner each year within 60 days of the anniversary date of commencing tenancy and again upon vacancy, regardless of date. Resident agrees to provide proof by receipt from contractor/vendor used. Resident shall obtain area rugs or other coverings to protect hardwood floors. Resident further agrees to have Premises professionally cleaned by a professional, licensed house cleaner, and provide proof by receipt from contractor/vendor used. In the event Resident fails to comply with either of the cleaning provisions of this clause then Resident hereby authorizes Owner to order the necessary cleaning from a vendor of Owner's choice at Resident's cost.;
- k. Resident is to follow all bans/laws, including, but not limited to, burn bans;
- l. Not to throw anything from windows and/or balconies;
- m. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by local laws and/or Condominium or Homeowners Association having control over them.

C. MAINTENANCE, REPAIRS, & ALTERATIONS

- a. It is the responsibility of the Resident to make all maintenance requests in writing, preferably through the online tenant portal system provided for that purpose. Verbal maintenance requests (including telephone calls) will not be accepted.
- b. To take all reasonable precautions to prevent the presence of bed bugs. Resident declares that all furnishings and other personal items being brought in to the unit during any time of the tenancy are and will be free of bed bugs. In the event that the Resident requests testing and unsubstantiated service request, or the condition is caused by the Resident, the Resident must pay for all service calls and repairs;
- c. Resident understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, marijuana, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Owner-installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be born by Resident, and may include the following: deodorizing of Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing, or replacing carpeting or padding;
- d. Resident shall be responsible for any damage resulting from windows or doors left open;
- e. To take all reasonable precautions to prevent the presence of mold or mildew in the Premises, such as steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Resident agrees to promptly notify Owner of the presence of mold or mildew. In the event that the Resident requests testing and unsubstantiated service request, or the condition is caused by the Resident, the Resident must pay for the service calls and repairs.
- f. To protect against freezing of water and waste pipes and stoppage of same in and about the premises. To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the Premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy;
- g. Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances ("equipment"), or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so. Resident

and guests shall properly use and operate all such equipment. To replace in a neat and workmanlike manner all glass and doors broken or damaged during this tenancy. Resident agrees to notify Owner of any such damage that occurs, and to repair at Resident's expense any damage to the premises or equipment caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs;

- h. Not to make any alterations, additions, painting, or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable TV jacks, nor to install any wires, cables or aerials for radio or television purposes on the roof or other parts of the Premises without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Owner and remain in and be surrendered with the Premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- i. Resident must first receive approval from Owner. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the Owner. Satellite dishes will not be permitted that are attached to roofs or fascias, except at the sole discretion of Owner. All satellite equipment and cabling must be contained within space under the Resident's direct control per this Agreement, not within or accessible from common areas;
- j. Resident shall not disconnect or relocate within the dwelling any owner-supplied appliance without Owner's written consent. Owner shall not be held liable for any damage to Resident's personal items from any appliance malfunction or failure. Resident further agrees that the maintenance of any Owner-supplied washer and/or dryer will be the responsibility of the Resident. Resident and Owner agree that Owner is under no obligation to repair or replace any malfunctioning or broken washer or dryer.
- k. To inspect and maintain in compliance with the information tag thereon all Owner-supplied fire extinguishers. Any fire extinguishers are supplied without charge for the convenience of Resident only and no warranty is made as to their sufficiency for the Premises;
- l. Keep all furnace and air conditioning filters (if any) clean and free from dirt; to change filters on a regular basis. If Premises are equipped with a fireplace it shall be Resident's responsibility to clean the chimney;
- m. To pay Agent \$100 each time Resident makes an appointment for repairs with Agent or Agent's vendors and fails to make the unit available to Agent or Agent's vendors for those repairs;

D. CLEANLINESS AND TRASH

- a. To provide and maintain receptacles for garbage and trash, and to contract for collection of the same, unless provided by Owner, HOA, or other recognized property service entity. The Premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. Resident is responsible for all costs of extermination and fumigation for infestation caused by Resident.
- b. Resident agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum byproducts, old batteries, or paint on the premises or Property. Resident acknowledges that the collection of household items known as 'hoarding' is both a safety and health hazard, and Resident agrees to remove such items at Owner's request and direction. The Owner shall make the final determination at what constitutes a safe and healthy habitation, and Resident hereby agrees to accept Owner's final determination, and to remove all other items at Resident's expense. Failure to do so within a timely manner shall be grounds for termination of tenancy.
- c. Except in apartments, condos, townhomes, and other properties where landscaping is provided by others, to maintain the plantings and lawn and to keep the grass, lawn, flowers, planting

beds, trees and shrubs in good condition and repair by watering, fertilizing and otherwise maintaining those elements in good health and in an appearance consistent with the character of the surrounding neighborhood. Owner reserves the right to maintain the yard at Resident's expense and with no notice given should Resident fail to comply with the preceding sentence. To keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice;

E. OTHER

- a. To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy; and to show the unit/property to prospective tenants in the last 45 days of a lease, or after notice has been given by either party to terminate this Agreement, or to potential buyers of the property at any time;
- b. Except as otherwise permitted by law, to display no signs or placards on or about the Premises;
- c. Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them;
- d. Not to install a waterbed without the prior written approval of Owner. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect Owner from any damage which may be caused thereby. No aquariums, pianos, organs, libraries, or other unusually heavy objects are permitted on the premises without Owner's written consent;
- e. Resident understands that this tenancy shall terminate at 5:00 p.m. on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour.
- f. Resident agrees not to engage in any gang activity and that any incident meeting the definition of domestic violence causing physical harm will result in Termination of Tenancy of the perpetrator according to RCW 59.18.575.
- g. Resident and Owner agree that the Move-in/Move-out Checklist shall be a binding part of this Agreement.
- h. Resident and Owner agree that Owner may earn and retain all interest paid to Owner by bank on all deposit monies and prepayments paid by Resident and held in trust by Owner.
- i. **Additional items (if any):**

27. DAMAGE OR DESTRUCTION OF PREMISES: In the event of damage to the Premises by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Resident vacates the Premises for a period of time, Resident is obligated to vacate as instructed by Owner and rent shall abate during this period. Under no circumstances, terms or conditions shall rent abate if damages are caused by the Resident. In the event the Premises are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired, then this Agreement shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent up to the day Resident vacates the Premises.

28. SUMMARY (AND RECEIPT) OF FUNDS RECEIVED:

Item	Charge	Payment Received	Remaining Owing	Due Date for Unpaid Amounts
Rent for to				
Last Month's Rent (if applicable)				
Administrative Fee				
Refundable Security Deposit				
Resident Benefits Package	\$40.00			
Utility Surcharge				
Other Payments (<i>describe</i>)				
Total:				

29. ELECTRONIC ACCEPTANCE OF DISCLOSURES: By initialing below and then signing this lease, Resident agrees and fully understands that a paper-based version of the disclosures listed below was offered, presented, reviewed, and explained to Resident and Resident voluntarily opts to have them delivered digitally via e-mail or through the Full Service Property Management, PLLC resident portal found at www.fullservicepm.com. If, in the future, Resident requires a paper-based copy of either of these disclosures, Resident understands a paper copy of each will be delivered upon request.

"Got Mold" Pamphlet Resident(s) to initial _____

EPA Brochure: Lead Based Paint Resident(s) to initial _____

The Law of Real Estate Agency Resident(s) to initial _____

Seattle SDCI Information for Tenants Pamphlet & Seattle Rental Registration and Inspection Ordinance Certificate & Voter Registration Information: (Resident and Owner hereby agree that for properties located outside the jurisdiction of the City of Seattle that the initialing of this paragraph is null and not recognized, but done only for the convenience of online signature gathering. Resident and Owner further agree that for such properties located outside the city limits of Seattle that such rental ordinances do not apply to this property.) Resident(s) to initial _____

30. ELECTRONIC COMMUNICATION FOR MAINTENANCE REQUESTS: By initialing below and then signing this lease, Resident acknowledges and agrees to accept electronic communication for the purpose of obtaining entrance to do maintenance and repairs. Unless otherwise denied in writing to Agent, Resident further agrees to provide access to premises to Agent for the purposes of repair and maintenance, so

long as electronic notification is given at least 48 hours in advance, regardless of whether Resident has received and/or read such notification. Agent and Resident further agree that electronic communication for the purpose of responding to service requests is a reasonable accommodation in order to be responsive to the request. Resident(s) to initial _____

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

Resident Date

Resident Date

Agent Date

NOTARY ACKNOWLEDGEMENT

I hereby certify that on this _____ day of _____, 20____, personally appeared before me the signer and subject of the above instrument, who assigned or attested the same in my presence, and acknowledged it to be his/her/their voluntary act for the uses and purposes mentioned in this instrument.

DATED _____

Notary Public in and for the State of Washington

My commission expires: _____