

## **Hammer Properties NW**

Property Management
1111 N Forest St, Bellingham, WA 98225
Phone: 360-739-5712 Fax: 360-738-0828
www.hammerpropertiesnw.com

## CLEANING, DAMAGE AND SECURITY DEPOSIT AGREEMENT

(Hereinafter referred to as "Deposit")

Address of Rental

Simultaneously wi The Landlord acki the lease agreement the Premises, the Damage and Secu

## DRAFT

se agreement.
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the holding deposit to this Deposit is pursuant to RCW 59.18.253. The deposit is subject to the following terms and conditions:

- **1.** CLEANING: Any cleaning that is required after the unit is vacated will be billed at a rate of \$60.00 (Sixty Dollars) per person per hour.
- 2. CARPET CLEANING: Do not clean or hire anyone to clean the carpet. Pursuant to the Lease Agreement, Landlord is taking a non-refundable carpet cleaning fee for the purpose of professional carpet cleaning. If necessary, charges in addition to the non-refundable fee may be billed for excessive soiling, spotting, stains and deodorizing, as well as vacuum and litter removal.
- 3. DAMAGE: A charge will be made for the cost of restoring the rental unit to its present condition based on the walkthrough that takes place at the beginning of the tenancy for any damage incurred during this tenancy, normal wear and tear excepted. If the unit is not able to be repaired or the Landlord makes the decision not to have the repair made, and estimated charge will be assessed for the damage.
- **4.** SECURITY: Any charges owed by the Tenant for unpaid rent, unpaid unities, late charges, processing fees, service fees, administration charges shall be charged against the Deposit. In the event the current owner of your unit sells the property, your deposit will be transferred to the new owner minus any outstanding charges to the account.
- 5. MAINTENANCE: (a) Tenants will be charged the cost of repair person's service call at a minimum rate of \$60 per person per hour (minimum one hour), plus materials for any of the following items, but not limited to, that need servicing after the unit is vacant (1) smoke detectors and batteries (items must be in good operating condition and place); (2) light fixtures (fixtures must contain operational bulbs of the proper size and type); (3) TV Cable & couplers and phone lines & couplers (items must be undamaged and operational); (4) damage to walls, appliances, blinds, etc., and (5) disposing of your garbage that exceeds the weekly/biweekly limit and large items such as furniture, Christmas trees or large boxes. (Sanitary service will not take these items).

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**6.** KEYS AND POSSESSION: Until the keys are physically delivered to the Hammer Properties NW office, Tenants are obligated to pay rent for possession of the unit. When keys are returned, the Tenants are effectively saying that they have finished cleaning and moved out. After the keys are returned, tenants may not enter their former rental property for any reason without the written consent of Hammer Properties NW. This applies even if tenants have paid

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issued. Fifteen dollars (\$15) will be charged for each key not returned. In addition, Tenant will be charged the cost associated with the rekeying of all rental unit exterior door locks.

- 7. LOCKOUTS: If a Tenant is locked out of a unit during business hours, a key can be checked out at Hammer Properties NW office. (Two forms of positive identification will be required.) If Tenant cannot get to our office due to lack of transportation or other means or the lockout has occurred after hours, tenants will be charged a minimum service call of \$100 for unlocking a unit. Payment and positive identification are required before admittance. Once the key bearer is dispatched, the charge is in effect, even if a roommate shows up and admits a lockout Tenant or another key is located. This charge, if unpaid, will be applied against the Deposit. Tenant has the option to call a locksmith if needed at the tenant's own expense.
- **8.** ROOMMATE PARTNERSHIPS: When entering into a roommate tenancy, each roommate is equally responsible for his/her own actions, as well as the actions of the other roommates, visitors and guests. Hammer Properties NW does not mediate disputes between roommates.
- 9. GARBAGE: Garbage service is limited to what is stated on the Lease Agreement. Weekly allowances, if not used, do not accrue for later use. Tenant agrees to dispose of their ordinary household trash by placing it into the trash receptacle provided by the Landlord. Any debris or discarded items on or about the premises will be removed at the Tenant's own expense. Tenant shall be responsible for any compliance issues brought against the property and Premises for garbage related incidents, including but not limited to paying all fines issued related to garbage on the Premises. Excessive garbage, such as at move-out and move-in time and the holiday season, must be hauled away by the tenants at their own expense (Sanitary Service has a drop station at its office on Roeder Ave.) Charges caused by noncompliance with this rule, including billing and administrative fees, may be held against the deposit. At move-out time, tenants are responsible for moving garbage to the garbage totes or dumpster. For tenants who have individual can service, the cans must be emptied prior to move out. A charge for a special pickup will be assessed on the day of move out for any items left in the can or recyclable bins. Failure to do so will result in charges. We highly recommend recycling. It saves money and benefits our environment. For those who have individual can service, the cans must be placed out the day of service and must be returned back near the house (or in the garage, if applicable) the same day. DO NOT LEAVE YOUR CANS OUT by the road. Failure to comply will result in a fine as stated in the Lease Agreement for noncompliance and additional fines by Sanitary Service Corp. and/or the regulating government
- **10.** MAINTENANCE: Maintenance is not solely the Landlord's responsibility. It is shared between the Landlord and the Tenants. Tenants must minimize maintenance problems with proper respect and operation of all systems. Although the Landlord repairs normal wear and tear items, the adage "you broke it you fix it" applies to the Tenant(s) and it applies during tenancy

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as well as at the end of tenancy. In addition, if a Tenant calls for maintenance for which no such maintenance is needed (false call), Tenant will be charged for the service call. For all maintenance requests, call the office. You may be asked to submit request in writing. Any

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the list" status. Tenant requests for maintenance or improvements are to be submitted in writing, detailing the requested work. See Lease Agreement for more information regarding maintenance.

**11.** PAINTING: Tenant is not allowed to paint any room without prior written consent of landlord. Tenant will be charged to repaint the unit if walls and ceiling have excessive smoke, soot due to candles/incense, dirt, hole damage, scuffs, etc. and any/or all damage not recorded on the Condition Check-In form and not returned within three (3) days to the Landlord's office.

## Additional Information regarding your Deposit:

- (a) All plants are to have containers under them to catch excess water. Any damage resulting from the failure to provide such protection will be charged to the Tenant.
- **(b)** All burnt out light bulbs must be replaced with ones similar to those originally provided. If they are not replaced, your deposit will be charged the actual cost to replace or a minimum charge of \$5.00 per bulb, whichever is higher, plus the minimum of one-hour labor charge for installation.
- (c) No decals may be place on appliances, furniture, windows, doors and so forth. Tenant's deposit will be charged the cost to remove such items upon vacating the Premises.
- (d) Tenant should not leave any water running. Tenants are requested to report any leaky faucets, running toilets, etc., otherwise the tenant will be required to pay for the resulting damage.
- (e) Pianos, davenports, and all heavy furniture must be placed on protective mats or cups so as not to damage the rug or floor. Any damage resulting from the failure to provide such protection will be charged to the tenant.
- (f) Nails, screws and decorative hooks are to be kept at a reasonable minimum. They must be removed prior to vacating and all holes must be patch in an acceptable manner. The walls or interior surfaces may not be excessively marked or marred. The tenant may not paint any walls or interior surfaces without written consent of the landlord. Scotch tape or double-faced tape shall not be used to hang pictures or posters since these items create excessive marks on the walls.
- (g) Landlord warrants that a unit's sewage drains are in good working order and that they will accept normal household waste for which they are designed. They will not accept things such as diapers, sanitary napkins, wet wipes, tampons, wads of toilet paper, balls of hair, grease, oil, table scraps, clothes, dirt, rock or newspapers. Tenant agrees to pay for clearing of drains or any and all stoppage and any additional damage/repair costs to landlord, except those which the plumber who is called to clear the stoppage, will attest in writing were caused by defective plumbing.
- (h) Tenant is responsible for any windows that become cracked or broken in the unit during occupancy.
- **12.** REFUND: The landlord agrees to refund any money due to the tenant(s), subject to the above-mentioned terms, within twenty-one (21) days after termination, together with a statement for any funds withheld. Deposits will be refunded to the tenant's Representative whose

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responsibility it will be to return the prorated security deposit to each individual tenant. The deposit will be refunded by issuing one check to the tenant's Representative, no matter who did or did not pay.

13. RENT: Rent will be charged through noon of the day the keys are returned to the office.

14. DEPOSITS: The state of the	as a credit towards
rent. The fun	for purposes
described in t	ı. Except as
described her	eys have been
returned to th	y part of the
deposit to cov	ted, Landlord will
provide the T	to apply a
portion of the	n, restore the
amount on dep	ank located at 1333
Cornwall Ave, Bellingham WA 98225. Any interest earned on the depos	sit shall be the property

**15.** PETS: Pets are not permitted except with a written Pet Agreement and an additional security deposit. Pet charges for pet occupancy are not part of this deposit as defined herein.

of the landlord.

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**16.** All inspections, re-inspections and supervision of cleaning and repairs will be charged at a rate of \$60.00 per hour. The tenant acknowledges that he/she has read all pages of this Agreement and received a copy of the agreement and the Lease Agreement and agrees to the terms thereof.

Tenant:	Date	
Tenant:	Date	
Hammer Properties NW Property Manager		Date
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