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## Hammer Properties NW

Property Management

1111 N. Forest St., Bellingham, WA 98225

Phone: 360-756-6500 Fax: 360-738-0828

www.hammerpropertiesnw.com

### LEASE AGREEMENT

This lease agreement ("Lease" or "Agreement"), made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_, the Owner of the Premises ("Owner), by and through Hammer Properties NW, the Owner's Agent, hereinafter referred to as "Landlord", and the following named person(s) hereinafter referred to as "Tenant".

Name(s): \_\_\_\_\_ - **Tenant's Representative**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Initials:** \_\_\_\_\_ **Tenant's Representative:** The Tenant's Representative is the person identified as the contact person for all communication between Landlord and Tenant and is an agent for the Tenant. It is understood that when the Landlord communicates information to the Tenant's Representative that the information will be communicated to the remaining Tenants. If the responsibility of the Tenant's Representative changes for any reason the Landlord is to be notified immediately. If Tenant wants to change Tenant's Representative, then Tenant shall notify Landlord of the request in writing. **E-Mail Transmission of any original document or notice, shall be the same as delivery of an original, provided that the document is sent to the Tenant's Representative at the email address provided: \_\_\_\_\_.** **The Tenant Representative may change their email address with written notice to Landlord.**

**Term:** The Owner does hereby lease to the Tenant, and Tenant does hereby lease from Owner, those certain Premises located at \_\_\_\_\_ (Referred to below as "Premises"), in the community know as \_\_\_\_\_ in Apartment # \_\_\_\_\_, in the City of \_\_\_\_\_, County of Whatcom, State of Washington, beginning on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for a term of \_\_\_\_\_ months and \_\_\_ days, ending at 12:00 NOON on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ ("Lease Term").

**Rent:** The monthly rent is \$ \_\_\_\_\_. Rent is effective from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If the Lease Term commences or expires on a day other than the first or last day of a calendar month, the monthly rent for such month shall be a pro-rated portion of the monthly rental, computed on a daily rate based on the number of days in the subject month. Pro-rated rent for the month of \_\_\_\_\_ 20\_\_ will be \_\_\_\_\_.

**Rent Payments and Late Charges:** **Rent is due the 1st day of each calendar month. If rent is not paid on the 1<sup>st</sup> day of the month, it is late.** Tenant shall pay rent and all other charges required to be paid under the Lease by valid check or money order made payable to "Hammer Properties NW" at the following address: 1111 N. Forest St., Bellingham, WA 98225 or by using their online portal through Appfolio.  
**\*\* NO CASH ACCEPTED \*\***

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If rent is not paid in full by 5pm on the first (1<sup>st</sup>) day of the month, Tenant shall pay a late charge of 1% of the monthly rent per day thereafter until rent is paid in full. If rent is mailed, it must be received by the 1<sup>st</sup> day of the month regardless of the post mark date on the envelope. (Postage delays and delays due to holidays are the Tenant's responsibility).

Tenant may elect to utilize Appfolio, Inc. to access a ledger describing the status of the Premise's account with the Landlord. This is being offered as a convenience to the Tenant. The ledger is not consistent with the allocation of rent and charges as provided by Washington State law. In the event that enforcement is required by Landlord, such allocation will be made consistent with Washington State law.

**Holding Deposit:** Landlord hereby acknowledges receipt of a holding deposit in the amount of \$ \_\_\_\_\_ as a deposit to secure that the Tenant will move into the Premises ("Holding Deposit"). The funds paid as is deposited by the Tenant may not be used as a credit toward rent but instead will convert to the cleaning, damage and security deposit, as described herein. The Holding Deposit is held at Peoples Bank, located at 1333 Cornwall Ave., Bellingham, WA 98225. Any interest earned on the Holding Deposit shall be the property of Landlord. Tenant may have already paid a fee for holding the Premises pursuant to a Holding Fee Agreement. In such a case, that holding fee will become part of the Holding Deposit described herein and Tenant will supply the difference. Landlord may keep this Holding Deposit if Tenant does not occupy the Premises at the commencement of the Lease Term, unless the Lease is terminated by law or by mutual agreement of the parties. In addition to keeping the Holding Deposit, Landlord may pursue any and all remedies available for breach of the Lease, if Tenant does not occupy the Premises. Upon delivery of the move in / move out checklist and occupancy of the Premises by Tenant, this Holding Deposit will become the (or part of) cleaning, damage, security deposit to be held pursuant to the Cleaning, Damage, and Security Deposit Agreement executed simultaneously with this Lease securing the performance of the Tenant's obligations described in this Agreement.

**UNLESS TENANT USES THE APPFOLIO OPTION, RENT MUST BE IN THE FORM OF 1 CHECK/MONEY ORDER—NO SPLIT PAYMENTS OR A FEE OF \$100 WILL BE ASSESSED FOR EACH INDIVIDUAL CHECK RECEIVED! If Tenant elects to use the Appfolio option, they are doing so at their own choice and Tenant must initiate the online payment process at least seven (7) days prior to the 1<sup>st</sup> day of the month or late fees will apply.**

Tenant agrees to pay an **Administrative Processing Fee** (related to costs associated with the move in and move out process) of \$100.00 at Lease signing.

**Utilities:** Tenant shall pay for all charges related to hookup, connection, disconnection and deposit for providing utility services and be responsible for payment of these monthly services except: \_\_\_\_\_ **(Everything not listed is the tenant(s) responsibility)**

In the event Landlord provides any services and there are any charges for excess usage, these will be billed to the Tenant. Any charges for excess usage will be billed to the Tenant. Landlord may charge Tenant's Damage/Cleaning/Performance Deposit for closing bills. Tenant's obligation for such bills survives termination of the Tenant's rental obligation to the Premises.

If utilities are shared within the property, Tenant(s) agrees to pay their share in full by 5pm on the first (1<sup>st</sup>) day of the month, Tenant shall pay a late charge of \$25 on the second (2<sup>nd</sup>) plus \$5 per day thereafter until the utilities are paid in full. If the utility payment is mailed, it must be received by the 1<sup>st</sup> day of the month regardless of the post mark date on the envelope. (Postage delays and delays due to holidays are the Tenant(s) responsibility) In the event Tenant tenders less than the full amount due to satisfy the payments due by the utility invoice, the deficient payment shall first be applied to late charges, NSF fees, and other charges due under the Lease, then any remaining funds shall be applied to utilities. Utilities will be billed to the Tenant's Representative by the 25<sup>th</sup> day of each month.

Tenant agrees to have all services and utilities (where applicable) transferred into Tenant's name no more than 5 business days after taking possession of the Premises. A \$200 fee will be charged **EVERY MONTH** for each service or utility not transferred. This includes but is not limited to water, sewer, garbage, gas, electric, cable, phone, etc. The following utilities that are shared within the premises do not need to be put into Tenant's name:

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Shared Utilities: \_\_\_\_\_

%

\_\_\_\_\_

\_\_\_\_\_ %

\_\_\_\_\_ %

For properties with multiple units that have a shared thermostat, the thermostat shall be controlled by Landlord and will be set between 60° and 68° unless there is unanimous consent of all Tenant(s).

For properties with multiple units that have a shared garbage and recycling, the Tenant will be responsible for keeping the area in good order and sorting their garbage and recycling. In the event that Landlord receives any extra charges due to failing to keep this area in good order or overuse, these charges will be the Tenant’s responsibility and will be prorated amongst all units in the property. In addition, if Landlord must provide personnel to clean or sort the garbage and recycling area, these charges will be Tenant’s responsibility and prorated amongst all units in the property.

A. Tenant agrees to pay a \$50 service charge for any check returned by Tenant’s bank, in addition to the specified late payment charge. If Tenant’s checks are returned to the Landlord unpaid on two occasions, Tenant shall be required to make all future payments by money order or cashier’s check.

B. Tenant agrees to pay a \$150 service charge for the preparation, processing, and service of Fourteen-Day Notices to “pay or vacate” and Ten-Day Notices to Comply for material breach of Agreement terms, whether or not a lawsuit is filed. Any costs and attorney’s fees incurred by the Landlord as a result of the Tenant’s failure to pay rent, installment payments, late fees or breach of Lease terms shall be paid by the Tenant, which may be in addition to services charges and regardless of whether or not a lawsuit is filed. Landlord may terminate tenancy if the Tenant fails to pay rent or comply with a material term of this Agreement, commits waste, maintains a nuisance, is declared a sex offender or is convicted of a crime.

C. Any valid complaint may result in termination of the Agreement and may result in a fine of not less than \$100.00 for the first offense, not less than \$200.00 for the second offense and not less than \$500.00 for the third offense. Complaint topics include, but are not limited to, pets, noise, unit appearance, and guest behavior.

D. All electronic items including but not limited to: Computers, Stereos, Radios, Televisions (all types), Game Consoles, DVD Players, Printers, Monitors, will be plugged into a surge protector. The Owner and Landlord assume no responsibility for damage or destruction of personal items within the Premises. Renter’s insurance is highly recommended.

E. Tenant agrees to maintain the yard/lawn associated with the Premises on a regular basis. Such yard maintenance shall include regular mowing of the yard and tending to landscaping and flower beds. Tenant shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds. If the yard is not maintained, it will be done professionally, at the Tenant(s) expense (the cost of lawn care), in addition to a \$50 fee for each occurrence. Maintenance of landscaping shall include any parking strips that adjoin the Premises.

F. Tenant agrees to keep all outside or covered areas of the Premises clean, free of debris, including trash, cans, bottles, broken furniture, non-operating vehicles etc. This includes but is not limited to all common areas included with the property that the Premises is a part of. If the Premises is not kept clean and free of debris, it will be cleaned professionally at the Tenant(s) expense in addition to a \$50 penalty for each occurrence.

G. Rent does not include any non- reoccurring charges for costs incurred due to late payment, damages, deposits, legal costs, other fees, including attorney’s fees.

**Inventory:** Appliances included within the Premises:

\_\_\_\_\_ **Range/Oven** \_\_\_\_\_ **Refrigerator** \_\_\_\_\_ **Dishwasher**  
\_\_\_\_\_ **Washer/Dryer** \_\_\_\_\_ **Microwave** \_\_\_\_\_ **Air Conditioning**

**Notices:** All notices to the Landlord must be delivered in person or e-mail or sent by mail to the Landlord’s office at 1111 N. Forest St., Bellingham, WA 98225. Any notice to the Tenant shall be given by mail or delivered to the Tenant at the Premises. If the Tenant is absent from the Premises, a notice to the Tenant shall be given by leaving a copy of the notice in a conspicuous place on the Premises. A copy will be mailed to substantiate proof of delivery and Tenant hereby consents to such notice.

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**Vacation of Premises:** This Lease is a term lease. It expires at NOON on the last day of the Lease Term expressed above. The Premises shall be clean and ready for inspection and the keys returned to the Landlord, all prior to NOON on the last day. Prompt vacation of the Premises is of the utmost importance because Landlord has a new tenancy commencing immediately after the expiration of this term lease. Vacating the Premises prior to the Lease expiration shall not sever the Tenant’s responsibility for rent and may result in forfeiture of all deposits, as well as Landlord pursuing other legal recourse. Tenant agrees if he/she remains in possession of the Premises after the date of intention to vacate as stated, Tenant will pay a daily rental rate of \$100 thereafter. Tenant shall remain liable to the Landlord for all damages, inconvenience and expense related to such holdover after the expiration of the Lease. Tenant shall have cleaned and restored the Premises to the condition the Premises were in at the time that the Premises were turned over to Tenant, except for ordinary wear and tear. The term ordinary wear and tear includes the determination of condition or depreciation in value attributable to normal and reasonable use. It does not in any way negate the Tenant’s obligation to conduct maintenance and cleaning of the Premises. Tenant shall have repaired or remedied to Landlord’s satisfaction any damage to the Premises or furnishings related to Tenant’s tenancy. The Tenant shall advise Landlord of any damage to the Premises not mentioned upon receipt of the move-in checklist received at the beginning of the tenancy.

**Carpet Cleaning Fee:** Tenant agrees to pay a non-refundable “Carpet Cleaning Fee” in the amount of \$\_\_\_\_\_ prior to taking occupancy for professional carpet cleaning. This Carpet Cleaning Fee is nonrefundable pursuant to RCW 59.18.285. This “Carpet Cleaning Fee” is an addition to any cleaning, damage and security deposit.

**Carpets:** The Landlord is taking the non-refundable Carpet Cleaning Fee for the purpose of having the carpets professionally steam cleaned upon vacancy of the Premises by Tenant. This non-refundable Carpet Cleaning Fee **only** includes standard steam cleaning. Carpet damage, deodorizing, vacuuming, and other carpet issues will be charged above and beyond this fee. The expectation is that the carpets will have normal usage and will be vacuumed regularly by Tenant. Landlord may charge for excessive soilage, spotting, stains and deodorizing, as well as vacuum and litter removal.

**Telephone and E-mail Address:** The Tenant’s Representative shall provide the Landlord with a valid telephone number and e-mail address. If the Tenant’s Representative changes their telephone number or e-mail address during occupancy, he/she will provide the Landlord with the new contact information within five calendar days. Failure to provide such number may result in a \$50.00 fine.

**Pets: NO PETS OF ANY KIND, EVEN TEMPORARILY,** are allowed in the Premises without the Landlord’s written consent, which may be held in Landlord’s sole discretion. Any violation of this rule will result in a 10-Day Notice to Comply, and/or a \$500 non-refundable fee at the discretion of the Landlord. If the non-refundable fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit. Payment of a pet fee or additional deposit shall not limit damages assessable to the Tenant. If permission for a pet is granted, it shall be evidenced by a Pet Agreement attached hereto.

**Winterization:** It is the Tenant’s responsibility to utilize winterization precautions during cold weather, which should at a minimum include the following: (1) Leave the heat turned on and set at a minimum of 60 degrees.; (2) Leave the cupboards doors open beneath bathroom and kitchen sinks; (3) Allow heat to circulate into all rooms; (4) Do not close off utility rooms and bathrooms; and (5) Notify our office if you will be away from home for more than seven (7) days. If you are not able to comply with any of these directions notify the Landlord immediately. In the case of a power outage or loss of heat, contact the Landlord immediately. If you suspect that a pipe has frozen contact the Landlord immediately. In the event there is failure to comply with these recommendations and subsequent damage is caused by inadequate heat inside the Premises, including but not limited to broken water pipes, it is considered negligence and the cost for repairs will be the sole responsibility of the Tenant.

**Maximum Occupancy:** The Premises shall be used as a residence by the undersigned Tenant with no more than \_\_\_\_\_ adults and \_\_\_\_ children, and for no other purpose, without written consent of the Landlord. Occupancy by guests staying over three (3) days will be considered to be in violation of this provision without advance permission of Landlord. A fee of \$200 will be charged for a violation which is due and payable immediately. If the fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit. In the event that an individual Tenant moves out of the Premises prior to the Agreement; it does not relieve them of obligations under this Lease. The Landlord will consider a replacement occupant but that person must apply with the Landlord and meet the Landlord’s approval. It is the Tenant’s responsibility for finding a roommate if they need to replace someone who moves out. The

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Premises shall be limited to the number of permanent beds necessary to house the number of occupants described above. All beds shall be located within bedrooms only and not anywhere else within the Premises. The persons listed as tenants and their legal dependents.

**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.

**Smoking:** This unit and building are designated as nonsmoking. NO PERSON IS PERMITTED TO SMOKE IN THE UNIT OR 30 FEET FROM THE BUILDING AT ANY TIME. \*\*\*A \$500 FEE and or EVICTION WILL BE ENFORCED FOR A VIOLATION OF THIS PROVISION\*\*\* If the non-refundable fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit. Smoking of any kind is prohibited and smoking includes but is not limited to the following: marijuana, cigarettes, e-cigarettes, vaping, hookah pipes, etc.

**Smoke Detectors:** Tenant's acknowledge and the Landlord certifies that the Premises is equipped with a smoke detector as required by RCW 48.48.140 and that the detectors have been tested and are operable as of the execution of this Lease Agreement. It is the Tenant's responsibility to maintain all detectors as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain the detectors can result in punishment, including a fine of not more than \$500.00 pursuant to RCW 48.48.140. If a detector is not working, Tenant agrees to inform the Landlord immediately in writing.

**CO Detectors:** Tenant's acknowledge and the Landlord certifies that the Premises is equipped with a CO detector and that the detectors have been tested and are operable as of the execution of this Agreement. It is the Tenant's responsibility to maintain all detectors as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain the detectors can result in punishment. If a detector is not working, Tenant agrees to inform the Landlord immediately in writing.

**Barbeques and Fire Pits:** A gas barbeque is allowed outside of the building but must not be used within five feet of any part of the exterior of the building. Charcoal barbeques are not allowed at any time. Any type of fire pit, above or in ground are not to be used at any time and no fires on any kind are permitted except in the case the home is equipped with an interior fireplace that is authorized for use by Landlord.

**Keys:** Keys, once picked up by the Tenant is the Tenant's responsibility. Tenant may never change locks, re-key, nor add locks without the Landlord's written permission, except in an emergency such as a nighttime lock out, and the Tenant must immediately provide the Landlord with one (1) copy of any new key. Any lost keys or additional keys which are needed will be provided at the Tenant's expense. Landlord has the right to correct any unauthorized changes in keys and locks at the Tenant's expense. See the Deposit Agreement for additional information concerning lockouts.

**Assignments and Subletting:** Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord. If approval is given, there will be an administrative handling charge of \$300.00 paid by the outgoing Tenant at the time of signing for services in transferring or assigning this Lease to another Tenant. Any assignee or sublet tenant shall be required to submit a rental application to the Landlord. Such application shall be processed in the same manner as would a new tenant's application and is subject to applicable application fees. In a sublet agreement, the original Tenant remains liable for any rents or other charges unpaid under the original terms of the Lease. Landlord shall at all times have knowledge of any person who occupies the Premises. A completed application must be submitted and approved **PRIOR** to move-in. A fee of \$500 will be charged for a violation of this provision, which is due and payable immediately as shall constitute a breach of the Lease. If the penalty is not paid, Tenant hereby authorizes it to be deducted from the deposit at the end of the lease term.

**Condition and Use:** Tenant agrees to use reasonable diligence in the care and protection of the Premises, maintain the Premises in a clean and sanitary condition and free from any nuisance, rubbish, and infestation resulting from the Tenant(s) actions or inactions. Tenant accepts the Premises in its present condition as suitable for use as a private dwelling. Tenant shall not remove any furnishings from the Premises. No portion of the Premises shall be put to any commercial use. All storage of items in the Premises must be limited to household items; this includes a strict prohibition on flammable items and motor vehicles. The Premises will not be used for any unlawful purpose; and the Tenant shall promptly fulfill and comply with the requirements of all governmental authorities pertaining to tenancy of the Premises. Growing of marijuana within or around the Premises is strictly prohibited.

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**Maintenance, Repairs or Alterations:** The Premises have been inspected and are accepted by Tenant in the present condition. It is the responsibility of the Tenant(s) to notify the Landlord immediately of any needed repair or unsafe condition existing around or in the Premises including but not limited to; cracks in the foundation, cracks in plaster, moisture in walls and ceilings, buckling sheet rock or siding, or any leaks. If the Tenant fails to immediately notify the Landlord of visible problems, which result in damage to the Premises, then the Tenant becomes liable for cost of resultant damage. All repairs necessary to maintain the Premises shall be done by or under the direction of the Landlord, at the Landlord's expense, except those caused by negligence or acts of the Tenant, which repairs shall be made at the sole cost of the Tenant. Such repairs shall be made to conform to the original condition of the Premises at the time the Tenant took possession. While the Landlord will repair normal wear and tear items, the saying "you broke it, you fix it" applies to the Tenant and it applies during tenancy as well as the end of tenancy. In addition, if Tenant calls for maintenance for which no such maintenance is needed (false call), Tenant will be charged for the service call. Any repairs, including labor, material and parts used, which are the responsibility of the Tenant must be pre-approved in writing by the Landlord. **LANDLORD WILL BE THE SOLE JUDGE AS TO WHAT REPAIRS ARE NECESSARY.** Landlord shall have no obligation to repair any defective condition, nor shall any defense or remedy be available to the Tenant, where the defective condition complained of was caused by the Tenant(s), or any other person acting under control or direction of the Tenant, or where the Tenant unreasonably fails to notify the Landlord of the condition or allow the Landlord access to the Premises for purposes of the repair. Tenant shall be responsible for all broken glass. Tenant shall not paint, re-wallpaper or otherwise redecorate or make alterations to the premises without the written consent of the Landlord. If written consent is given, such changes will be at the expense of the Tenant and shall become part of the Premises and the owner's property upon termination of this Lease and tenancy. Tenant shall not permit any act or thing deemed hazardous by the Landlord due to potential risk of fire or which will increase the rate of insurance on said Premises. In case the Premises or surrounding areas shall be damaged by fire, wind, rain, or other cause beyond the control of the Landlord or the Tenant, then the Premises shall be repaired within a reasonable time at the expense of the Landlord; and in case the damage is so extensive as to render the Premises unfit for human habitation, the rent shall cease until such time as the Premises will be put in repair. In case of total destruction, the rent shall be paid until the time of destruction and from thenceforth this Lease Agreement shall cease and come to an end. In the event the damage is caused by the Tenant or someone in the Premises by reason of the Tenant permission or consent, there shall be no reduction of rent and the Tenant shall be liable for all costs of repair. **Tenant understands that he/she will not receive any rent reductions, adjustments or other compensation due to repairs or interruption of service except as provided by law.**

**Entry, Inspections and Signs:** Tenant shall not withhold consent to the Landlord to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or show the Premises or any part of the Premises to prospective or actual purchasers, mortgages, tenants, workman or contractors. Forty-eight (48) hour notice of entry by the Landlord is required by law, except in the event the property is offered for sale or rent, when twenty-four (24) hour advance notice is required. If the Tenant gives express permission or if there is an emergency, no advance notice is required. The Tenant shall also allow the Landlord to place a "FOR RENT" sign or banner in the unit or on the deck of the unit during times in which either the Tenant's unit or a unit within the building is available for rent. Tenant(s) also agrees the Landlord may begin showing the Premises to prospective Tenant as early as 180 days prior to the Lease expiration.

**Initials: \_\_\_\_\_ Indemnification and Hold Harmless:** Landlord shall not be held liable for any damage or injury to the Tenant, or any other person, or to any personal property in the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Landlord. The Tenant agrees to indemnify, defend and hold Landlord, its employees and its agents, harmless from any and all claims and expenses, including reasonable attorney's fees and costs, and litigation-related expenses arising out of said injury or damage, however occurring, on or about the Premises. Tenant shall immediately notify the Landlord, in writing, of any dangerous conditions associated with the Premises

**Renter's Insurance:** **Landlord strongly recommends that the Tenant obtains "renter's insurance" covering personal possessions from loss due to fire, water, burglary, vandalism, theft, or other causes and other claims, such as temporary housing or moving costs. Landlord is not liable for any such loss or damage, except as provided by law.**

**Security:** Tenant agrees and acknowledges that the Landlord shall not provide and shall have no duty to provide any security services to the Tenant or guests. Tenant shall rely solely on the public police force for security protection.

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**Abandonment:** Abandonment shall exist when the Tenant clearly indicates by words or actions, the vacating of the Premises and intention not to resume tenancy. The Landlord may immediately enter the Premises and take possession of the Tenant remaining personal property and remove it to a reasonably secure place at the Tenant's expense in accordance with Washington State Landlord-Tenant Act. Abandonment shall not sever the Tenant liability for rent. Tenant will be charged for costs incurred by the Landlord to re-rent the Premises and for other costs as provided by law. Tenant agrees to notify the Landlord in writing of an absence from the Premises of more than seven (7) days no later than the first day of such absence. Such failure to notify will be construed as abandonment. **Abandonment will result in forfeiture of entire security deposit and Tenant will be liable pay the full rent amount for the duration of the Lease or until the landlord is able to relet the property.**

**Rules:** Tenant agrees to comply with and conform to any and all rules and regulations governing the Premises, including those stated in the Lease, all attached Addendums, or as amended, adopted or as posted notices on the Premises. Neither the Tenant nor their guest(s) shall commit or permit anything to be done that will disturb or interfere with the rights, comforts, or convenience of other Tenants. Tenant must act and require all guest(s) in the Premises or surrounding areas to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace. **No loud or unnecessary noise is permitted at any time in the Premises or areas surrounding the property. All radios, TVs, stereos, musical instruments, and so forth are to be operated at a volume that will not disturb the neighbors or be heard outside the unit or Premises. Any violation of these rules will be considered a valid complaint and fines will be applied in accordance with section "C", page 3 of this Lease.**

**Parties:** Loud and/or large parties are not allowed. Parties can cause significant damage and result in increased liability insurance for the Landlord. Any violation of this provision will result in a fine of \$500 and/or eviction. If the non-refundable penalty is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit at the end of the lease term. Absolutely no kegs shall be present on the Premises. In addition, there shall be no large distribution of alcohol through any means.

**Roof Access:** The Tenant or guests of Tenant under no circumstances may access the roof areas of the building for any reason, or conduct any activity that requires you to cross the threshold of any house window or the use of a device to climb onto the roof. There is to be absolutely no items placed on the roof at any time. This is a serious safety violation that could result in serious injury or death if someone was to fall. **If anyone is seen on the roof there will be a fee of \$500 and/or eviction.** If the non-refundable fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit.

**Crime:** Tenant, and members of the Tenant's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near said Premises, "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]). **Violation of the above provisions shall be a material and irreparable violation of the Lease and good cause for termination of tenancy.**

**Attorney's Fees/Venue/Severability:** In the event legal counsel is engaged to enforce or interpret any of the terms or provisions of this Lease Agreement, including but not limited to unlawful detainer proceedings or even a small claims matter, the prevailing party shall be entitled to any award of reasonable attorney's fees and costs, process service fees, and reasonable collection/administrative fees. Venue and jurisdiction in any legal action pertaining to this Lease Agreement shall be in Whatcom County, Washington where this Lease is considered to have been negotiated and entered, regardless of the physical location of the Premises. The provisions of this Lease Agreement shall be deemed to be severable. The invalidating of any one provision by a court of competent jurisdiction shall not invalidate any other provision.

**Initials:** \_\_\_\_\_ **Agency Disclosure:** Tenant acknowledges that a licensed real estate broker is involved in this transaction. In addition, the Premises may be owned in whole or in part by the license broker. In this transaction, the Landlord is the Owner's agent and represents the Owner. Landlord or anyone on Landlord's behalf, does not represent the Tenant in any real estate capacity. Landlord is not giving any real estate advice to Tenant. Tenant hereby acknowledges that they have been advised that they should seek their own professional advice, including consulting an attorney regarding the Premises and the terms of this Agreement. At the signing of this Agreement, the Landlord is the Owner's Agent and represents the Owner. Tenant acknowledges being provided a Real Estate Agency Disclosure

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Brochure, "The Law of Real Estate Agency", by the licensed agent who represents Hammer Properties NW and / or Owner(s) of the Premises.

**Initials:** \_\_\_\_\_ **Lead-Based Paint Disclosure:** The property *DOES / DOES NOT* include(s) housing that was built before 1978. If the housing was built before 1978, the Landlord has no knowledge of lead-based paint hazards in the Premises and the Landlord has no reports or records pertaining to lead-based paint and / or lead based paint hazards in the Premises. If the Premises were built before 1978, the Tenant acknowledges receiving the pamphlet entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards".

**Initials:** \_\_\_\_\_ **Mold Disclosure:** During the 2005 legislative session, the Washington State Legislature approved a bill that requires landlords to notify their tenants about mold. Engrossed Senate Bill **(ESB) 5049** (See especially Section 2 (12) (Effective 7-24-2005).

The following information can be obtained from the Washington State Department of Health (DOH) either electronically or in printed form.

**Materials (Any one of the following documents will fulfill the notification requirements of Senate Bill 5049).**

- DOH web page, "Got Mold"
- Links to two sites for mold information in Spanish:
  - From California Department of Health Services, "Moho en Mi Casa: Que Hago? (Mold in My House: What do I do?)"
  - From University of Minnesota: "Molds – Your Safe Home" – in Spanish.
- EPA document "A Brief to Mold, Moisture and Your Home." This document is available in English and Spanish, both online and at 1-800-438-4319.

**Ownership:** This Premises may be owned in whole or in part by a licensed real estate broker, brokerage firm, or salesman, licensed by the State of Washington. If so, this disclosure satisfies RCW 18.86 requirements to make such disclosure.

**Entire Agreement:** The foregoing constitutes the entire Agreement between the parties and may only be modified in writing and signed by all parties. It is expressly understood that this Agreement is between the Owner and each signatory individual severally and jointly. If more than one individual has signed this Agreement, each signatory shall be jointly liable hereunder for payment and performance of all obligations of the Tenant, including any arising during any extension, renewal, or hold over periods. All persons signing as Tenant, including Tenant's guarantors, are collectively referred to as Tenant. Service of any notice or demand upon Tenant shall constitute notice to all others listed as Tenant(s) and all other occupants at the Premises. Notices of breach of this Agreement issued by the Landlord shall not release the Tenant from liability for the full performance of obligation hereunder.

**THIS IS A BINDING LEGAL AGREEMENT. PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS TERMS BEFORE SIGNING:**

This Agreement supersedes any previous lease agreement entered into by the parties in reference to the property described herein. All provisions listed herein will be construed to comply with the applicable law in the state where the Premises is situated. Each individual executing this Agreement on behalf of the Tenant, acknowledges receipt of a copy of said Agreement and its attachments, and hereby guarantees payment and performance of all obligations of Tenant under this Agreement, including all obligations to pay costs and reasonable attorney's fees, and to remain bound in the event of any extension, modification, holdover, subletting or assignment of any portion of the Agreement obligations to third parties, unless expressly released in writing, signed by the Landlord. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same instrument. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

\_\_\_\_\_ Tenant

\_\_\_\_\_  
\_\_\_\_\_ Tenant

**initials:** \_\_\_\_\_

03/13/2020

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Hammer Properties NW Property Manager \_\_\_\_\_

**initials:** \_\_\_\_\_

03/13/2020