

### LEASE OVERVIEW

<b>RENT AND OTHER MONTHLY CHARGES (total):</b>	\$ _____ Due on the _____ day of each month.
<b>LATE FEE:</b>	\$ _____ fee if paid after the _____ day of each month.
<b>SEND RENT AND REPAIR REQUESTS TO:</b>	Owner/Property Manager: _____ Address: _____ _____ Email: _____
<b>LEASE DATES:</b>	<input type="checkbox"/> Month to Month (20 days' notice) - or - <input type="checkbox"/> Term Lease _____ to _____, then: <input type="checkbox"/> Month-to-month (20 days' notice) <input type="checkbox"/> Lease ends
<b>UTILITIES:</b>	Tenant is responsible for: <input type="checkbox"/> No utilities <input type="checkbox"/> Some utilities (see p.4) <input type="checkbox"/> All utilities (see p.4)
<b>NOTES:</b>	
<p><b>(1) TENANT AND OWNER SHOULD REVIEW THESE TOGETHER TO MAKE SURE THEY ARE UNDERSTOOD AND AGREED. STILL, THEY ARE JUST A SUMMARY OF SOME KEY TERMS OF THE LEASE. PLEASE READ THE LEASE BEFORE SIGNING AND REFER TO THE LEASE FOR DETAILS AND ADDITIONAL TERMS.</b></p> <p><b>(2) OWNER AND TENANT SHOULD ALWAYS BE CLEAR ABOUT WHETHER THE TENANT IS DEALING WITH THE OWNER OR THE MANAGER, AND WHETHER THE MANAGER HAS THE AUTHORITY TO MAKE AGREEMENTS ON BEHALF OF THE OWNER.</b></p>	

**SEATTLE RESIDENTIAL LEASE/RENTAL AGREEMENT  
AND SECURITY DEPOSIT RECEIPT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (who is called “Owner” in this Agreement and is the “Landlord” as defined in any applicable law), and \_\_\_\_\_ (regardless of number, who is called “Tenant” in this Agreement and is the “Tenant”, as defined in any applicable law), for rental of the premises located at Street Address \_\_\_\_\_, Unit Number \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, Washington (which will be called the “Premises” in this Agreement).

**1. TERM:** The term (“Term”) of this Agreement is (check one):

- a)  a month-to-month rental arrangement beginning \_\_\_\_\_; OR
- b)  a Lease for a term of \_\_\_\_\_ months beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.

If neither 1(a) nor 1(b) is checked, then 1(a) shall be deemed to apply.

*If a Lease for a term greater than one year, all signatures have to be notarized and a legal description of the Premises has to be attached.*

If Paragraph **1(b)** is checked above (Check one) then:

- c)  When the Term of Lease mentioned above ends, this Agreement shall revert to a month-to-month rental arrangement on the same terms and conditions as this Agreement except as may be amended by Owner if Tenant is given thirty days’ advance written notice, OR
- d)  When the Term of the Lease mentioned above ends, all of Tenant’s rights to occupy the Premises shall stop and the Lease will not be extended. That means Tenant must vacate on or before the last day of the Term, unless another separate agreement is reached with Owner.

If neither 1(c) nor 1(d) is checked and one has to be, then 1(c) is deemed to apply.

**2. RENT AND FEES:** Tenant shall pay monthly rent and other charges in the following amounts:

MONTHLY RENT	
MONTHLY PARKING SPACE FEE	
MONTHLY STORAGE FEE	
OTHER MONTHLY CHARGES (SPECIFY)	
TOTAL FIXED MONTHLY CHARGES	

All above-listed charges are payable by the \_\_\_\_\_ day of each month during the Term of this Agreement to Owner at:

Owner name/Property Manager: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

or any other place that Owner may from time to time tell Tenant about in writing. Any rent unpaid by the due date is late.

Any increase in rent that exceeds 10% per year can only be implemented if Tenant is given 60 days’ written notice.

Rent received on or after the \_\_\_\_\_ day of each month is late and Tenant must pay \$\_\_\_\_\_ as a late fee.

Any check that does not clear the bank is subject to a \$\_\_\_\_\_ returned check fee. If Tenant submits a check that is returned, or if Tenant pays after receiving a Pay or Vacate Notice, Tenant must pay by cash, cashier’s check or money order for that month. If Tenant gives Owner two checks that are returned, all future payments by Tenant during the Term must be in cash, cashier’s check or money order. Owner may issue a Three Day Notice to Pay Rent or Vacate beginning on the day a late fee is charged.

Landlord will give Tenant a written receipt within two business days for all monies paid.

**3. DEPOSIT:** Tenant agrees to pay \$\_\_\_\_\_ as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. The deposit shall be kept in a trust account with \_\_\_\_\_ Bank, whose address is \_\_\_\_\_.

Tenant’s liability is not limited to the amount of the deposit. Tenant may not require Owner to apply any amount of the deposit to rent or other payments owed to Owner, unless otherwise agreed to by both parties.

At the end of the tenancy, Tenant shall provide Owner with a single forwarding address to which any refund will be sent with a written list of reasons why Owner retains any portion of the deposit. Owner and Tenant agree that the Inventory and Inspection Checklist is required to collect a deposit per RCW 59.18.260. The Inventory and Inspection Checklist will be used to determine the refund of security deposit at the end of the tenancy.

Owner’s itemized statement for retaining any of the deposit, together with any deposit refund will be sent to Tenant’s forwarding address within 14 days after termination of this Agreement and vacation of the Premises. Labor for cleaning and repairing the Premises by Owner beyond that for normal wear and tear will be charged to Tenant at \$\_\_\_\_\_ per hour, however, labor not performed by Owner will be charged to Tenant at actual cost.

Unless otherwise specified in writing by all individuals listed as Tenant in this Agreement, any refund will be paid:

- a)  to \_\_\_\_\_, or
- b)  with one check payable to all individuals who sign this Agreement as Tenant and they will be responsible for dividing it among themselves.

If neither 3(a) nor 3(b) is checked, then 3(b) shall be deemed to apply.

**4. NON-REFUNDABLE FEES:** Tenant agrees to pay the sum of \$\_\_\_\_\_ (insert zero if this paragraph is inapplicable), as a non-refundable charge which shall be used for \_\_\_\_\_ (identify what the fee covers – be specific), which sum shall not be refunded under any circumstances. If a non-refundable cleaning fee is charged, Owner may not charge Tenant for cleaning. Owner may recover from Tenant any other costs incurred but not covered by this fee. If the type of fee is not specified, then no fee may be charged.

**5. LAST MONTH’S RENT:** Tenant has prepaid first month’s rent of \$\_\_\_\_\_ and the last month’s rent of \$\_\_\_\_\_. Tenant must pay any difference between the prepayment and the actual last month’s rent if rent has increased before the last month of tenancy. Prepaid rent will be applied to the last month of the tenancy, or when notice is required to terminate, on the month immediately following notice.

**6. TERMINATION OF TENANCY:** This tenancy shall terminate at \_\_\_\_\_  a.m. /  p.m. on the last day of occupancy. Tenant must have the Premises vacant and cleaned as described in paragraph 3. Unless paragraph 1(d) governs this Agreement, written notice of termination must be provided at least twenty (20) days before the end of any rental period by either Owner or Tenant. If Tenant vacates the Premises prior to the expiration of this Agreement or without notice, Tenant may be liable for additional rent under RCW 59.18.310.

A notice of termination applies to all occupants unless otherwise agreed to in writing by Owner. RCW 59.12.030. Unless otherwise provided by law (for example, RCW 59.18.310 and 59.18.312) and unless otherwise agreed to in writing by Owner and Tenant, any items left behind in the unit by Tenant after termination of tenancy will be disposed of as Owner sees fit.

**7. SMOKE DETECTORS:**

Owner has provided Tenant with functional smoke detectors. All smoke detectors have been checked and are operational. Owner to initial: \_\_\_\_\_

Tenant must maintain all smoke detectors, including battery replacement. Tenant shall not tamper with or otherwise disable smoke detectors, or Tenant may face a fine of up to \$200.00 under RCW 43.44.110/WAC 212.10.050.

The smoke detectors are: (check one)  Hard-wired  Battery operated.

Tenant must check smoke detectors monthly and report any problems to Owner. Tenant may be liable for damages if he or she has not maintained smoke detectors.

Tenant has read and understands this Section 7: \_\_\_\_\_.

**8. USE/ASSIGNMENTS OR SUBLETTING:** Tenant shall not assign this Agreement, sublet the Premises, give accommodations to any roomers or lodgers, or permit the Premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

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

Changes in occupancy are not permitted without the written permission of Owner. In the event that Tenant contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Owner agrees and prepares a revised agreement, which shall be signed by each Tenant. Should Owner agree to any sublet, assignment or change in occupancy, Tenant recognizes that any prepayments or refundable deposits will be assigned to the successor residents and any refund shall be made solely to Tenants living on the Premises at the termination of tenancy.

**9. UTILITY CHARGES:** Each party to this Agreement will pay utilities as indicated below:

Paid for by:	electricity	garbage	sewer	water	natural gas/oil	other: _____
Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tenant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If Tenant is responsible for any utilities listed above, Tenant agrees to establish use, maintain and pay for them without delinquency during the term of this Agreement and agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid. If the party responsible for utilities is not indicated in the chart above, Owner will be presumed to be responsible.

Owner agrees that there are no current charges on this address’s account for any utility to be paid by Tenant. If there are such charges, the parties agree that Tenant is not responsible for these charges.

Tenant to initial: \_\_\_\_\_ Owner to initial: \_\_\_\_\_

**10. DELIVERY OF PREMISES:** If for any reason Owner does not deliver possession of the Premises on the date the term of this Agreement begins, then rent shall be prorated until such time as Owner makes the Premises available to Tenant. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. If the Premises are not made available to Tenant within 2 days from the date the term of this Agreement begins, Tenant may terminate this Agreement by giving written notice to Owner, and all monies paid by Tenant to Owner shall be refunded to Tenant.

**11. PETS AND ANIMALS:** Except for service animals as defined in law, Tenant 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:

PET	DESCRIPTION	FEE (if any)
<b>TOTAL</b>	---	

If pets are allowed, pet noise may not disturb neighbors. It is Tenant’s responsibility to clean up and dispose of any pet excrement from Tenant’s pets. If pets are kept on the Premises, whether or not authorized by this Agreement, Tenant will pay costs to repair Premises as a result of damage by pets of Tenant or Tenant’s invitees or guests, including costs to de-flea, fumigate, clean or replace floor coverings, or restore yards.

**12. ATTORNEYS FEES:** Except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred in the event of any action, suit or proceeding to enforce the terms of this Agreement. This Agreement shall be governed by the laws of the State of Washington. 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.

**13. WATER-HEATER:** At move-in, temperature control in an accessible water heater within a rental dwelling must be set at a maximum of 120 degrees Fahrenheit. Tenant and Owner have inspected the water heater, if accessible, and does not think that it is set higher than 120 degrees.

Tenant to initial: \_\_\_\_\_ Owner to initial: \_\_\_\_\_

**14. 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. Tenant must also receive a federally-approved pamphlet on lead poisoning prevention.

Owner **knows** of lead-based paint or lead-based paint hazards on the Premises

Owner **does not know** of lead-based paint or lead-based paint hazards on the Premises

Owner to initial: \_\_\_\_\_

**15. GENERAL TERMS:** This written Agreement is the final agreement between the parties. Only modifications in writing signed by Tenant and Owner will be valid. In the event of more than one resident, each resident is jointly and severally liable for each obligation of the Tenant contained in this Agreement.

**16. STATUTORY OBLIGATIONS:** Tenant’s obligations can be found in RCW 59.18.130. Owner’s obligations can be found in RCW 59.18.060.

**17. DAMAGE OR DESTRUCTION OF PREMISES:** If the Premises are damaged by fire, water or other hazard, but the damages are such that Tenant can still reasonably occupy the Premises, then Owner shall make such repairs as needed with reasonable promptness and rent shall be reduced in proportion to the unusable part of the Premises while such repairs are being completed, but only if repairs are not completed within 72 hours of Tenant’s notice to Owner of damage. If the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall be reduced to zero during the period of time the Premises are not occupied by Tenant, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the Premises are so damaged or destroyed as to be incapable of being satisfactorily repaired, then this Agreement shall terminate and Tenant shall immediately vacate. In such case, Tenant shall pay a reduced rent set by the parties up to the day Tenant vacates the Premises.

**18. SUMMARY OF FUNDS RECEIVED AT SIGNING:**

Item	Charge	Payment Received	Remaining Owing	Due Date for Unpaid Amounts
First Month’s Rent				
Last Month’s Rent (if applicable)				
Non-Refundable Fees				
Refundable Security Deposit				
Other Payments (describe)				
Total:				

**19. MANAGER AUTHORITY:** If there is a property manager, the manager (check one):  does  does not have the authority to agree to changes to this Agreement on behalf of Owner. *If neither of the above boxes are marked, the manager shall have such authority.*

**20. ADDITIONAL CLAUSES:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**21. DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT; TENANT’S AND OWNER’S INITIALS  
 ACKNOWLEDGE ATTACHMENT**

- A. \_\_\_/\_\_\_ Inventory & Inspection Checklist **(required whenever a refundable deposit is collected)**
- B. \_\_\_/\_\_\_ EPA Brochure: Protect Your Family from Lead in Your Home **(required for pre-1978 Properties)**
- C. \_\_\_/\_\_\_ Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards **(required for pre-1978 Properties)**

- D. \_\_\_/\_\_\_ Department of Health mold handout **(required as of July 24, 2005)**
- E. \_\_\_/\_\_\_ Snohomish County Smoke Detector Certification Addendum **(required for single-family properties in Snohomish County)**
- F. \_\_\_/\_\_\_ DPD Owner-Resident Law Summaries & Attorney General’s Landlord-Tenant Summaries **(required for Seattle Properties)**

**OPTIONAL ADDENDA AND ATTACHMENTS; TENANT’S AND OWNER’S INITIALS ACKNOWLEDGE ATTACHMENT**

- A. \_\_\_/\_\_\_ Crime Free/Drug Free Housing Addendum
- B. \_\_\_/\_\_\_ Rules and Regulations
- C. \_\_\_/\_\_\_ Addendum Regarding Installation of Satellite Dishes
- D. \_\_\_/\_\_\_ Pet Addendum
- E. \_\_\_/\_\_\_ Smoke Free Addendum
- F. \_\_\_/\_\_\_ Other: \_\_\_\_\_

Each party has signed or caused a duly authorized representative to sign this Agreement the day and year first above written. Owner/Agent and Tenant are each advised to seek independent legal advice.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Tenant

**Tenant’s Emergency Contact Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_