

**Windermere Real Estate/Whidbey Island
Coupeville Branch
Post Office Box 610
Coupeville, Washington 98239
(360) 678-5858 - FAX (360) 678-6743**

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement dated _____, 200__, is made and entered into by and between _____ ("Landlord") the Landlord's agent, Windermere Real Estate/ Whidbey Island, Inc., d/b/a Windermere Real Estate/Whidbey Island, a Washington corporation ("Agent") and _____ ("Tenant") and concerning the following described residential property located at:

_____, (Island County), Washington ("Premises"). If the term of this Agreement is more than one year, the legal description of the Premises shall be attached hereto.

Landlord Agent and Tenant agree as follows:

1. Appointment of Agent. Landlord hereby appoints and assigns to Agent all rights, duties and authority of Landlord under this Agreement. Tenant acknowledges said appointment and assignment and agrees to recognize Agent as Landlord's agent for all purposes recited in this Agreement and shall deliver all notices and payments required of Tenant under this Agreement to the Agent at the address and telephone number designated on the signature page hereof.

2. Initial Payments by Tenant. Landlord acknowledges receipt from Tenant of the following:

Prorated rent for the period from _____ to _____

(if rent begins other than the first of the month)

First Month Rent

Security Deposit

Other

Total received from Tenant

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

3. Security Deposit. Tenant shall deposit with Landlord the funds described in Section 2 above, to secure performance of Tenant required by this Agreement and the Residential Landlord/Tenant Act (RCW 59.18), and to reimburse Landlord for any damage to the Premises, reasonable wear and tear excepted as specified in Section 7 below. To the extent defaults in the payment of rent or late charges or for damages to the Premises in excess of the security deposit, Tenant shall reimburse the Landlord upon receipt of notice from Landlord. The security deposit shall be deposited with
 Agent (at the address designated on the signature page hereof).

Custodian of Deposits. The deposit shall be held at the following depository:
WHIDBEY ISLAND BANK P. O. BOX 930 COUPEVILLE, WA. 98239

4. Rent. The Tenant shall pay the Agent (at the address designated on the signature page hereof) rent in the amount of _____ Dollars (\$ _____) per month, payable in advance on the first day of each and every calendar month during the term of this Lease Agreement. If any rent is not paid on or before the fifth day following the due date, Tenant shall pay Landlord a late charge of Forty Dollars (\$40.00), and the total rent due shall not be considered paid in full until the late charge and rent are both paid. Acceptance of late rent without the payment of the specified late charge does not constitute waiver of the late charge, which shall remain outstanding until fully paid. Tenant shall also pay a Twenty-Five Dollar (\$25.00) processing fee to Agent for any returned checks designated as "Non-Sufficient Funds".

5. Term (check one).

5.1 Specific Period. This Agreement is for a term of _____ commencing on _____, 200__ and terminating at midnight on _____, 200 _____. Tenant shall vacate the Premises and surrender possession on the last day of the term. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease, or to eject Tenant from the Premises and recover damages caused by wrongful hold over. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant shall be obligated for the rental payments for the remainder of the term, or until the Premises have been re-rented, whichever is earlier.

5.2 Month-to-Month. This Agreement is for a month-to-month tenancy commencing on _____, 200__. Landlord or Tenant may terminate this Agreement upon written notice received by the other at least twenty (20) days prior to any day on which the rent is due (i.e. first day of each calendar month). If any such notice of termination is not received at least twenty (20) days in advance, then it shall be deemed effective not on that date, but on the last day of the next following calendar month.

5.3 Late Delivery. If through no fault of Landlord, Landlord cannot deliver possession of the Premises to Tenant on the commencement date of the Agreement, Landlord shall not be liable to Tenant for damages.

6. Condition of Premises/Checklist. Landlord and Tenant have inspected the Premises prior to the execution of this Agreement and will prepare a copy of a checklist to confirm the condition and cleanliness of the Premises prior to occupancy of the Premises by Tenant. Said checklist will be attached to this Lease Agreement and incorporated herein by this reference as though fully set forth.

7. Maintenance. Tenant agrees that the Premises are accepted in their "as-is" condition as designated in the checklist specified in Section 6 above. Tenant agrees to keep the Premises, including all buildings, landscaping, yard, lawn, and flower beds, in a neat and clean condition, and upon termination of this Agreement to leave the Premises in as good a condition

as at commencement, reasonable wear and tear excepted. Without limiting the general obligations of Tenant to maintain the Premises, Tenant agrees to: (1) properly dispose of all rubbish, garbage and other organic or flammable waste brought to or generated on the Premises, in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of elimination and/or fumigation of any infestation caused during the term of the Agreement; (2) properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances located in the Premises and supplied by the Landlord; (3) not to intentionally or negligently destroy, deface, damage, impair or remove any portion of the Premises, including but not limited to any facilities, structure, appurtenance, equipment, furniture, furnishings and appliances located thereof or to permit any guest, invitee or any other person to do so; and (4) not to permit any nuisance or to maintain any waste on the Premises. It is understood that if the Premises are destroyed through intentional or malicious acts of the Tenant or any person acting under control of the Tenant, violations may be prosecuted under RCW 9A.48. Upon vacation of the Premises, Landlord shall retain all or any portion of the security deposit as is required to reimburse Landlord for any repairs or restoration of the Premises to the condition described in the checklist, reasonable wear and tear excepted, and Landlord shall invoice Tenant for any additional amounts expended in said repairs or restoration. The security deposit, less any amount retained, together with any itemized list of any cleaning, repair or restoration charges shall be mailed to Tenant within fourteen days of the termination of this Agreement. In the event no forwarding address is provided by the Tenant, any refunded security deposit, together with any notices concerning the condition of the Premises and the costs incurred by the Landlord in the cleaning, repair or restoration of the Premises, will be available to Tenant upon request to the Landlord at the address designated on the signature page hereof.

8. Purpose. The Premises are leased to Tenant for residential purposes only for the maximum number of persons designated on the signature page hereof, including children. Tenant shall comply with all applicable laws, rules, regulations and codes pertaining to the use, occupancy and maintenance of the Premises.

9. Carpets. Tenant agrees to have all carpets within the Premises professionally Steam cleaned prior to termination of this Agreement. There shall be no exception based upon the length of the term of this Agreement. The carpets shall be cleaned prior to any final checkout procedure conducted by Landlord in advance of the refund of any security deposit or issuance of invoices for costs of cleaning, repair or restoration of the Premises upon termination of the Agreement. For the purposes of this Agreement "professionally cleaned" shall mean the normal and usual carpet cleaning services of a licensed and bonded carpet cleaning company. Tenant shall deliver to Landlord a copy of a written invoice from the carpet cleaning company indicating the date of the cleaning and the address and telephone number of the carpet cleaning company prior to termination of this Agreement.

10. Keys. Landlord will issue to Tenant prior to occupancy the number of keys to the Premises designated on the signature page hereof. Upon termination of the Agreement, Tenant shall return to Landlord all keys issued and all additional keys to the Premises obtained by Tenant prior to termination of the Agreement. The Premises shall not be considered vacated until all keys have been delivered to Landlord.

11. **Alterations.** Tenant shall not make any alterations to the Premises without the prior written consent of the Landlord. The term "alterations" shall include, but not be limited to, modifications to or substitution of painting, wallpaper, carpet, electrical/plumbing fixtures and yard or landscape renovation. It is understood and agreed that no costs or expenses incurred by Tenant for any alterations, repairs or improvements to the Premises shall be payable by Landlord or deducted by Tenant from the rent due under this Agreement, unless the Tenant has obtained the prior written approval of Landlord.

12. **Inspection.** It is agreed that Landlord or its authorized agents may enter the Premises to inspect the Premises or to make alterations or repairs at reasonable times and, except in emergencies, Landlord shall give two days prior notice to Tenant. If Landlord wishes to show the Premises to actual or prospective purchasers or tenants, only one day prior notice of intent to enter shall be required.

13. **Utilities.** Tenant shall pay all utilities serving the Premises unless specified in writing by Landlord. Utilities shall include any of the following which may be applicable: water, sewer, garbage, electricity, telephone, cable TV, propane and/or oil. To the extent propane and/or oil is supplied to the Premises for the operation of appliances located in the Premises, Landlord agrees that any propane or oil tank located on the Premises will be full upon delivery of occupancy to Tenant. Tenant agrees that any such propane or oil tank shall be completely full upon termination of this Agreement. To the extent firewood is made available to the Premises, the amount of firewood provided shall be described in the checklist attached hereto as Exhibit B and Tenant agrees that the same amount of firewood shall be left at the Premises upon termination of the Agreement. Tenant shall provide Landlord with written evidence (i.e. paid invoice) of the cost to fill the propane and/or oil tanks on the Premises or to replace used firewood upon the termination of the Agreement and as a condition of refund of the security deposit. In the event Tenant vacates the Premises prior to the end of a billing cycle for any applicable utility company, all utility costs shall be prorated through the date of termination of the Agreement.

14. **Tenant's Property.** The repair, replacement, or restoration of any fixtures, equipment and personal property owned by Tenant shall be the responsibility of Tenant. Landlord shall have no responsibility for any damage caused to any property of Tenant located at the Premises. Tenant is advised to obtain renter's insurance to protect Tenant against loss or damage to Tenant's property.

15. **Assignment/Sublease.** The Tenant shall not assign or sublease the Premises or any part thereof nor assign this Agreement without the prior written consent of the Landlord. To the extent Landlord shall approve any sublease or assignment, the covenants, conditions and terms of this Agreement shall continue to be binding upon Tenant together with the assigns, subtenants and successors of tenant.

16. **Notices.** Notices required under this Agreement shall be personally delivered or mailed by first-class mail, postage prepaid to the parties at the addresses listed on the signature page hereof, unless a written change of address is delivered to the other party. Notice shall be deemed delivered on the date of personal delivery or one day following the date of postmark.

17. Abandonment. In the event rent remains unpaid more than five (5) days following the due date and the Landlord concludes, based on reasonable evidence that Tenant has vacated the Premises and does not intend to return despite having left personal property on the Premises for more than fifteen (15) days, Landlord may elect to terminate the Agreement and remove the personal property of Tenant to storage and re-rent the Premises. In such case, Tenant shall be responsible for all reasonable costs of repair, cleaning and restoration of the Premises and the actual out-of-pocket costs of moving and storage of Tenant's personal property incurred by Landlord and its agents and contractors.

18. Default. If Tenant fails to pay any rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law and the provisions of this Agreement, the Landlord, at its sole option, may terminate all rights of Tenant hereunder, unless Tenant, within said time shall cure such default. If Tenant abandons or vacates the Premises, while in default of the payment of rent, Landlord may consider any personal property left on the Premises to be abandoned by Tenant and may dispose of same in any manner permitted by law. In the event Landlord reasonably believes that such abandoned property has no value, it may be disposed of in a reasonable manner. All personal property located on Premises is hereby subject to a lien in favor of Landlord for the payment of all amounts due under this Agreement to the fullest extent permitted by law. In the event of a default by Tenant, Landlord may elect to: (a) continue the Agreement in effect and enforce all rights and remedies under this Agreement or applicable law, including the right to recover the rent as it becomes due, or (b) at any time thereafter, terminate all of Tenant's rights hereunder and recover from Tenant all damages incurred by Landlord by reason of the breach of the Agreement, including the cost of recovering the Premises. Landlord may also recover the amount by which any unpaid rent for the balance of the term exceeds the amount of any rental loss.

19. Military Clause. If Tenant is a member of the Armed Services of the United States and receives a relocation order to a new duty station located more than seventy-five miles from the Premises, Tenant may terminate this Agreement as of the effective date the Tenant is required to report to the new duty station. Tenant agrees to give written notice of such orders to Landlord immediately upon receiving such orders from the military authorities so as to allow the Landlord to initiate efforts to re-rent the Premises at the earliest possible time. This clause does not apply, to the notice of Tenant receiving base housing.

20. Uninhabitability of Premises. In the event the Premises are rendered uninhabitable by fire, flood or other casualty, this Agreement will automatically terminate and all rent paid in advance shall be prorated as of the date the Premises become uninhabitable. All terms and conditions of this Agreement shall apply concerning refund of the security deposit, with the exception that any damages to the Premises caused by the casualty shall not be included in any deductions from the security deposit, unless Tenant shall have caused or been directly or indirectly responsible for the damage. For purposes of this Agreement, "uninhabitable" shall mean the loss of the full use of the Premises for a period of at least seven consecutive days following the date that Landlord is first notified of the casualty causing the Premises to be uninhabitable. If the Tenant is ordered by repair personnel to remove all furniture and belongings from the Premises for the purpose of conducting repairs, the Premises shall be deemed "uninhabitable" and this Agreement shall automatically terminate, effective as of the date of such order. In the case of excessive noise, power loss or use of

appliances that would unreasonably effect Tenant's ability to inhabit the Premises and which cause the Tenant to temporarily vacate the Premises, rent shall abate until the Tenant's use of the property is restored, with all rents paid in advance to be prorated as of the date Tenant temporarily vacates the Premises and with any amounts due to Tenant to be applied to the next months rent.

21. Pets. No dogs, cats or other animals shall be permitted on the Premises without the prior written consent of the Landlord and without a fully executed Pet Agreement, in the form supplied by Landlord.

22. Lead-base Paint. If the Premises include housing that was built before 1978, the Addendum entitled "Disclosure of Information on Lead-base Paint and Lead-based Paint Hazards" (NWMLS Form 22J or equivalent) shall be initialed by the parties hereto and attached to this Agreement, unless this transaction is exempt from all applicable federal regulations.

23. Attachment. The following forms identified with a "checked box" are attached hereto and incorporated herein by this reference as if fully set forth:

- (1) Condition of Premises/Checklist
- (2) Noise Disclosure
- (3) Smoke Detection Acknowledgement
- (4) Rules of Tenancy
- (5) Property Description
- (6) Pet Agreement
- (7) Lead-base Paint Disclosure.

24. Waiver of Subrogation. Landlord and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof, their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Landlord or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.

25. Miscellaneous.

25.1 Waivers. No waiver by Landlord of performance of any provision of this Agreement shall be deemed to be a waiver of nor prejudice Landlord's right to otherwise require performance of the same provision or any other provision.

25.2 Recording. Tenant shall not record this Agreement without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

25.3 Construction.

(1) This Agreement shall be construed and governed by the laws of the State of Washington;

(2) the invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

(3) this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof;

(4) this Agreement may not be modified or amended except by written agreement signed and acknowledged by both parties;

(5) if there be more than one tenant, the obligations hereunder imposed upon Tenant shall be joint and several;

(6) time is of the essence of this Agreement in each and every provision hereof; and

(7) nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein shall be deemed to create any relationship other than that of landlord and tenant.

25.4 Successor. Subject to any limitations on assignments herein, all of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

25.5 Attorney's Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

25.6 Hazardous Substances. Tenant shall not use, generate transport, treat, store, dispose of or otherwise handle Hazardous Substances on the Premises without the prior written consent of Landlord. Landlord may withhold such consent in its sole discretion or may condition such consent upon Tenant's agreement to comply with requirements designated by Landlord. The term "Hazardous Substances" shall mean any and all hazardous, toxic, infectious or radioactive substances, wastes or materials as defined or listed by any federal, state or local statute, regulation or ordinance pertaining to the protection of human health or the environment and shall specifically include petroleum oil and its fractions.

25.7 Integration. This Agreement constitutes the entire agreement of the parties hereto. There are no other oral or written agreements relating to the lease of the above-referenced Premises except those documents referenced herein.

25.8 No Offer. This Agreement is submitted to Tenant on the understanding that it will not be considered an offer and will not bind Landlord in any way until (a) Tenant has duly executed and delivered duplicated originals to Landlord and (b) Landlord has executed and delivered one of such originals to Tenant.

TENANT:

LANDLORD:

AGENT:

Windermere Real Estate/
Whidbey Island, Coupeville

By: _____
Authorized Representative

Number of Occupants: _____

Number of keys: _____
Garage door openers _____

Notice to Tenant:

All notices and payments required of Tenant under the above Agreement shall be directed to Landlord's Agent at the following address:

**WINDERMERE REAL ESTATE/WHIDBEY ISLAND
COUPEVILLE BRANCH
Post Office Box 610
Coupeville, Washington 98239
Phone: (360) 678-5858
Fax: (360) 678-6743**

All rent and other payments shall be payable to:
"Windermere Real Estate/Whidbey Island

LIST OF ATTACHMENTS

- 1. Condition of Premises
- 2. Noise Disclosure, if checked
- 3. Smoke Detection Acknowledgment
- 4. Rules of Tenancy
- 5. Property Description, if checked
- 6. Lead-base Paint Disclosure, if checked
- 7. Pet Agreement, if checked

**NO SMOKING
INSIDE HOME**

Tenant _____ Date _____

Tenant _____ Date _____

RULES OF RESIDENTIAL TENANCY

1. Garbage. Tenant shall furnish his/her own garbage can and place it where required for pickup.
2. Illegal Use. Tenant shall not use the Premises for any illegal purposes.
3. Repairs. Tenant shall promptly repair, at Tenant's expense, any broken glass in doors, windows or skylights.
4. Freezing. Tenant shall protect from freezing the plumbing and other facilities on the Premises. At a minimum, Tenant shall leave the heat on low during cold weather.
5. Drains. Tenant shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at commencement of the tenancy.
6. Nails/Painting. Tenant shall not drive any nails or screws into walls, and shall not paint any portion of the Premises, without the prior written consent of the Landlord.
7. Lawns and Shrubs/Snow. Tenant will cut, water and care for any lawn, and will water any shrubs, trees and landscaping, so as to maintain the same in as good a condition as at commencement of the tenancy. In the event of snow, Tenant will remove the same from any abutting sidewalks.
8. Noise/Nuisance. TV, stereo, radio and musical instrument sound volumes shall be kept low enough so that no noise whatsoever shall escape from the Premises and cause a nuisance. Tenant shall not create or permit any other nuisance on the Premises.
9. Guests. Tenant is responsible for the conduct of all guests on the Premises and shall require all guests to comply with these Rules.
10. Pets. If Landlord has given written permission to Tenant for pets on the Premises, no pet noise whatsoever shall be allowed to escape from the Premises. In the case of apartments, pets shall not be allowed in the halls, common spaces or other areas surrounding Premises except on a leash and accompanied by the Tenant. It is the Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Premises and on adjacent sidewalks, streets, alleys and neighboring properties.

11. Vehicles. Recreation vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored anywhere on the Premises, including parking areas, or on any street or alley adjacent to the Premises without the prior written approval of Landlord. Repairs to any vehicles in these locations must be completed within 24 hours of commencement.
12. Hallways and Common Areas. If there are hallways or other common areas shared with other tenants, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein.
13. Fireplace Insert/Wood Stove. Wood stoves are prohibited, unless provided by Landlord. No fireplace insert may be installed without Landlord's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, prior to use.
14. Water Beds, Pianos and Heavy Objects. No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Premises without Landlord's prior written permission. As a condition to permitting a water bed, Landlord may require Tenant to provide and pay for water bed insurance.
15. Screens. Landlord is not obligated to provide window and/or door screens. If any screens are installed on the Premises at commencement of the tenancy, Landlord shall have no obligation to maintain or replace them and Tenant shall be required to re-deliver the Premises with any such screens in their original condition except for ordinary wear.

COPY RECEIVED:

TENANT:

Date:

PET AGREEMENT

Re: Premises located at: _____
_____, Island County, Washington.

The undersigned Tenant hereby requests the right to keep at the above described Premises the following described animal ("the Pet"):

Name: _____ Breed: _____
Size: _____ Weight: _____ Height: _____ Age: _____

In consideration of this permission being granted, Tenant agrees as follows:

1. A non-refundable payment of \$ _____ shall be paid to Landlord.
2. A refundable deposit of \$ _____ shall be paid to Landlord, which will be refunded to Tenant net of any costs incurred by Landlord to repair any damages caused by the Pet to the Premises.
3. If the Premises is an apartment, the Pet will not be allowed outside the apartment except on a leash and accompanied by Tenant.
4. The Pet shall be kept, maintained and licensed in accordance with all applicable laws and regulations.
5. Tenant shall promptly pay for any damage caused by the Pet to any property or person.
6. Tenant shall indemnify and save the Landlord and Agent harmless from any and all claims which may be brought against Landlord or Agent by reason of the permission to allow Tenant to keep the Pet on the Premises.
7. Tenant shall clean any and all messes made by the Pet in or around the Premises.
8. Permission concerning the Pet may be revoked at any time at Landlord's or Agent's discretion.

Tenant

Tenant

Permission is hereby granted to maintain the above described Pet at the above described Property, subject to the conditions recited above. Receipt of the above-described non-refundable payment is hereby acknowledged.

DATED this _____ day of _____, 20__.

Landlord _____

Agent _____

SAMPLE