

**WINDERMERE REAL ESTATE/WHIDBEY ISLAND
32785 S. R. 20 SUITE 4 OAK HARBOR WA 98277**

RESIDENTIAL RENTAL AGREEMENT

1. PARTIES. The parties to this Residential Rental Agreement are:

a. Landlord.

Owner: _____

Address: _____

Telephone: _____

Agent: Windermere Real Estate/Whidbey Island

32785 S.R.20, Suite 4

Oak Harbor, WA 98277

b. Tenant(s)

Address: _____

Telephone: _____

Other Occupants: _____

c: Pet(s) _____

d. Liability of Tenants. All persons who sign this Rental Agreement as Tenants shall be jointly and severally liable under the terms of this Rental Agreement.

e. Substitution of tenants. Unless otherwise agreed, this tenancy is restricted to the above named tenants and other occupants. Prior written consent of Landlord is required to substitute or add tenants or occupants. Additional or substitute tenants shall submit to usual screening process and shall become additional signatories to this rental agreement.

2. PROPERTY. Landlord leases the following property to tenant.

a. Real Property Address _____

A description of the condition of premises will be attached as Addendum B and is incorporated herein by reference. The parties have signed the attached description of the premises.

b. Portion of Premises Not Included. The following portions of the premises are not included as part of this rental agreement. _____

3. TERM: This rental agreement is either: for a term of _____ months beginning on _____ and ending on _____; or _____ month-to-month.

4. RENT.

a. Amount. The monthly rent shall be \$ _____ per month due and payable in full on the first day of each month, commencing on _____

b. Payment. Rent shall be paid to Landlord either () at the following address:

or () Direct debit, authorization to be signed by tenant.

c. Late charge. If any rent is not paid on or before the due date thereof, Tenant agrees to pay a penalty of \$_____ for each day that the same is delinquent up to a maximum of 10% of one month's rent (\$_____).

d. Returned checks. If any rent check is returned to Landlord for insufficient funds or any other reason, Landlord may, at his option, require that all future rent payments be made by money order or certified check. Tenant agrees to pay a penalty of \$40.00 for each check returned by the bank (for any reason) given by tenant to landlord. Landlord shall have no obligation to re-deposit any check returned NSF. In addition to the foregoing penalties, landlord may elect to terminate this lease for nonpayment of rent. Landlord shall notify tenant of late rent and NSF check charges, and the same must be paid within three days.

e. Other terms: _____

5. UTILITIES.

a. Payment. Utilities shall be paid through the end of the term of this lease, and for full term of tenancy, as indicated on the following chart:

Electricity Gas Water Sewer Trash Oil/Propane Cable Phone

Payable by Tenant _____

b. Oil/Propane in tank at end or term: If the premises are heated by oil or propane, the fuel tank shall be full at the time tenant takes possession of premises, and tenant shall provide proof of tank fill at tenant's expense at time of moveout.

6. FUNDS RECEIVED.

a. Rent and deposits. Landlord to receive rents, deposit and fees as follows:

Pro-rated rent for _____ to _____	\$ _____
First month's rent	\$ _____
Last month's prepaid rent	\$ _____
Security/damage deposit	\$ _____
Other	\$ _____

b. Application of Prepaid Rents and Deposits. Landlord may apply the prepaid rent described above toward any default in the payment of rent, late or NSF charges. The security/damage deposit may be applied to secure the terms of this rental agreement, including but not limited to; unpaid rent and utilities, and to repair any physical damage to the premises caused by tenant, family member, invitee, licensee, or any person acting under tenant's control.

c. Condition of Premises at End of Tenancy. Tenant shall restore the premises, including a landscaped areas, to their original condition at the beginning of tenancy, except for normal wear and tear. **Tenant also agrees to have the carpets professionally cleaned, at tenant's expense, upon vacating the premises and a receipt for said professional cleaning shall be provided to the landlord.**

d. Reimbursement of Landlord. Tenant shall reimburse Landlord for an damages or loss, including leasing fees, advertising, or any other costs incurred by landlord because of tenant's failure to comply with a material term or condition of this rental agreement or a material obligation under the Residential Landlord/Tenant Act of the State of Washington.

e. Termination/Tenant Breaking Lease. If tenant terminates this lease for any reason prior to the end of the full term as defined in Section 3.a., tenant shall be fully responsible

for rent and all utility and operating costs for the premises until a new qualified tenant is secured or until the end of the term of the lease. In addition, tenant shall be responsible to pay the leasing fee and all associated costs to secure a new tenant for the remaining term of this lease. This amount shall be a minimum of \$_____ for each month remaining on the lease. Tenant's deposit shall be held until tenant is no longer responsible for the rent.

f. Custodian of Deposits. The deposit shall be held at the following bank: _____ located at _____.

g. Statement upon withholding of deposit. Within 14 days after the termination of this lease and vacation of the premises by tenant, or landlord learns that tenant has abandoned the premises, landlord shall either return tenant's deposit, or give the tenant a written statement of the basis for retaining any portion of the deposit, together with payment of any refund due.

7. LANDLORD'S DUTY TO REPAIR AND MAINTAIN PREMISES.

a. Warranty of Fitness. Landlord warrants that the premises are clean and fit for human habitation and that landlord will comply with all state and local laws regarding maintenance and repair of the premises.

b. Notice of Need for Repairs. Tenant shall immediately notify landlord of any needed repairs by sending written notice to the following address: _____.

c. Owner's Insurance. Owner to maintain general liability insurance. Owner assumes no responsibility for loss of personal property of tenant resulting from fire, theft, exposure to elements, water damage, or any other cause whatsoever not to carry insurance to cover tenant's personal property. Tenant shall obtain renter's insurance for their personal property and personal liability.

8. TENANT'S DUTY TO MAINTAIN PREMISES.

a. Tenant's Duty. Tenant agrees to keep the premises as clean as the conditions of the premises permit, and to comply with all duties imposed on tenants by state and local law.

b. Tenant's Liability for Damage. Tenant shall be liable for **any and all** damage to the premises caused by tenant's act or neglect, other than normal wear and tear. Tenant shall also be liable for any damage to the premises caused by any family member, invitee, licensee, or any person acting under the tenant's control.

c. Maintenance by Tenant. In addition to maintaining the interior and exterior in the same condition as received, tenant agrees to perform the following routine maintenance according to the schedule indicated below:

MAINTENANCE	SCHEDULED TIMES
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In the event the tenant fails to perform the above-described routine maintenance, then landlord may declare tenant to be in default under this rental agreement, or, at landlord's sole discretion, cause such maintenance to be done and charge tenant the cost of such maintenance.

9. ALTERATIONS. No alterations, additions, or improvements shall be made by tenant without the prior written consent of the landlord.

10. ENTRY BY LANDLORD. Landlord shall give tenant at least 48 hours advance notice before entering tenant's premises for purposes of inspecting the premises, making repairs or improvements, supplying necessary or agreed services; and 24 hours advance notice for the purposes of showing the premises to prospective or actual purchasers, mortgagees, tenants, workers or contractors. Landlord need give no advance notice to tenant before entering the premises in the case of an emergency.

11. SUBLETTING OR ASSIGNMENT. Tenant shall not assign this rental agreement or sublet the premises without the prior written consent of Landlord. All expenses, including a review fee of _____ shall be borne by tenant named in this rental agreement.

12. DESTRUCTION OF PREMISES. If the premises are substantially destroyed or otherwise rendered uninhabitable by a third party's action or by an act of God, either party may terminate this rental agreement immediately; in which case rent shall be prorated as provided in Section 4, and deposits shall be returned as provided in Section 6.

13. NOTICE OF TERMINATION.

a. Notice. Except as provided in Subsection (c) below, either party may terminate this rental agreement by giving the other party written notice **at least 30 days before the end of the rental term stated in Section 3(a) or 20 days before the date of the next rental payment due if the rental agreement is month-to-month or a holdover tenancy.** If neither party gives timely written notice of termination, this rental agreement will revert to a month-to-month tenancy, to which all terms and conditions of this agreement shall apply. **If tenant fails to give timely notice of termination, tenant will be obligated to pay rent the following month.**

b. No Retaliatory Termination. Landlord shall not terminate the tenancy to retaliate against tenant for asserting or enforcing rights guaranteed by law or for reporting landlord to any government agency. This paragraph shall not affect landlord's rights under state or local law to terminate the tenancy if tenant fails to pay rent, comply with all terms of this rental agreement, commits waste or maintains a nuisance.

c. Termination for Just Cause. Landlord may terminate this rental agreement only if there is just cause as defined by the Washington Residential Landlord-Tenant Act (RCW 59.18) or any applicable local ordinance.

14. SERVICE OF NOTICES.

a. Notice to Landlord. All notices required by this rental agreement and applicable state or local law to be served by tenant upon landlord shall be mailed to the following address: _____

b. Notice to Tenant. Notice to tenant shall be served on tenant as required by applicable statute or ordinance. Any notice for which no statute or ordinance specifies a particular method of service may be given either by delivering personally into the hands

of the tenant; depositing in the mail directed to the tenant at the above referenced address; or by posting in a prominent place at the address.

15. VACATING THE PREMISES. Upon termination of this rental agreement, tenant shall vacate the premises, arrange and pay for professional carpet cleaning ,(and flea treatment if pets were kept on premises), remove all personal belongings and trash, return all keys to Landlord, and leave the premises in same condition as at movein, except for normal wear and tear.

16. CHANGES TO THIS RENTAL AGREEMENT. Except for termination of tenancy, after giving at least thirty (30) days written notice to tenant, landlord may change the terms of this rental agreement. Such change shall become effective upon the completion of the original term of the agreement, or sooner by mutual consent.

17. RULES. The attached **Rules of Tenancy** are a part of this agreement and failure to abide by them will constitute a default of this agreement.

18. DISPUTE ARISING FROM THIS RENTAL AGREEMENT. Landlord and Tenant may agree in writing to submit to mediation any dispute arising from this rental agreement or under the provisions of the Washington Residential Landlord-Tenant Act, Chapter 59.18 RCW. In the event either party employs an attorney to enforce any term of this agreement and is successful, the other party agrees to pay a reasonable attorney's fee and other reasonable costs, including Agent's time at \$50.00 per hour. In the event of a trial, the amount shall be as fixed by the court.

19. WAIVER OF SUBROGATION. Landlord and Tenant hereby release and waive, for the duration of this rental 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 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.

20. LEAD BASED PAINT. If the property was built before 1978, the Addendum entitled "Disclosure of Information on Lead Based Paint " must be attached to this agreement.

21. SIGNATURES. The undersigned parties acknowledge that they have read and understand this rental agreement, and will comply with it's terms.

OTHER TERMS: _____

DATE: _____

Landlord

Tenant

Agent

Tenant

PET ADDENDUM

This addendum is attached to and becomes part of the lease/rental agreement dated _____ between _____ (Lessor) and _____ (Tenant) for the premises located at _____, in Island County, Washington.

Tenant desires to keep _____ pet(s) in the premises demised under the rental agreement herein: Description of pet(s) is as follows:

Name _____ Species _____ Breed _____ Gender _____
Color _____ Age _____ Weight _____

Name _____ Species _____ Breed _____ Gender _____
Color _____ Age _____ Weight _____

Said rental agreement prohibits the keeping of pets without the permission of Lessor. NOW THEREFORE in consideration of the rental reserved therein and on mutual terms, Lessor does hereby grant Tenant permission to keep the above described pet(s) in the above described property, subject to the following terms and conditions:

1. Tenant agrees to pay Lessor a pet deposit in the amount of \$ _____. Said deposit shall be refunded to Tenant upon the termination of tenancy only upon Tenant meeting all the conditions of this agreement.
2. Pet(s) will be legally licensed under local government requirements.
3. Tenant agrees to keep pet(s) under control at all times. Should the pet(s) become a nuisance due to noise, barking, or damage to building or grounds, Tenant agrees to immediately remove the pet(s) from the premises upon Lessor's request. No pet noise whatsoever shall be allowed to escape the property.
4. Pet(s) shall leave the premises only on a leash and accompanied by pet owner. Tenant shall clean up and properly dispose of all pet excrement on a daily basis, including subject property, sidewalks, streets, public areas, and neighbor's property. No such excrement, including litter box contents, will be stockpiled, stored, or disposed of on the premises.
5. All floor areas will be professionally cleaned and property will be professionally fumigated upon vacancy, and Tenant shall be solely responsible for full costs thereof. Any additional cleaning or damage repair to the buildings or grounds of the premises will be the full responsibility of the Tenant, and may be deducted from Tenant's security deposit, as well as from above referenced Pet Deposit.

6. It is understood that acceptance of pet or required removal of pet from premises shall be at the Lessor's sole discretion, and shall in no way nullify the terms of the rental agreement.

7. Tenant will indemnify and save the Lessor harmless from any and all claims which may be made against Lessor by reason of permission to keep the pet(s) on the premises.

LESSOR

TENANT

AGENT

TENANT

Pet.Add.5/05

SAMPLE