

RESIDENTIAL LEASE AGREEMENT

K & T Ludlow Properties, LLC

1. **TENANT HEREBY RENTS** premises at: 84 Sayward Lane, Port Ludlow, Washington 98365
2. **TENANT SHALL LEASE** said premises for _____ month's beginning _____, ending _____ . In the event landlord or tenant does not elect to terminate this lease at the ending date therein (with 30-day advanced written notice), all applicable terms of this agreement shall revert to a month-to-month basis.
3. **OCCUPANCY SHALL BE LIMITED** jointly and severally to the following persons (adults and children). **Note:** Landlord or agent must approve over-night visitors staying more than 7 consecutive or 14 total days. Sublet of premises is not authorized.

Number of Adults (Age 18 and over) _____ Number of Children (Under Age 18) _____

4. **TENANT TO PAY** a monthly rent of \$_____ per month **by the first day** of each month to the landlord or agent beginning _____; pay \$_____ pro-rata rent for the period _____ through _____; and pay \$_____ towards last month's rent only.

5. **UTILITIES** paid by landlord/reimbursed by tenant (checked): cable TV, electric power, gas, water, sewer, garbage. (Tenant must call for tenant -paid hook-ups. Failure to call may result in a \$25 charge.)

6. **TENANT TO PAY** a security fee of \$_____ of which \$_____ shall be nonrefundable to cover: _____ . After additional deductions for cleaning and repairs necessary to restore the premises to its original condition (less allowance for reasonable wear and tear), along with deductions for any rent due (including rent loss during periods of lease or restoration), late fees, utility, legal and any other breach of contract costs, the balance of the security fee shall be refunded; provided tenant pays all rent due including the full leased term of rent, and provided further:
 - a. Said premises are kept picked up and neat following notice of vacancy (for showing to prospective tenants);
 - b. Tenants agree and cooperate to the showing of the premises to prospective tenants at reasonable times;
 - c. No evidence of non-approved pets (odors, stains, droppings, fleas); no unauthorized smoking, painting or remodeling;
 - d. Lawn is mowed, all grounds are cleared (as applicable); all waste is hauled away; all occupants/belongings are removed;
 - e. Landlord or agent was notified per Item 10 below; or Landlord/agent agreed with tenant to an exception; and
 - f. **Two (2) door keys and two (2) garage door openers** are returned to landlord or agent (plus any copies). Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. For tenant-responsible damages during tenancy, costs may be deducted anytime from the security fee with 30-day deadline for tenant to replenish.

7. **TENANT AGREES AND UNDERSTANDS** that any of said security fee may not be applied by the tenant toward rent at any time. Any security fee refund (or estimate thereof), as per itemized statement, shall be processed between 2 and 14 days following tenant's vacating the premises and surrendering of all keys. The security fee shall be held in trust per RCW 59.18.270 at: Navy Federal Credit Union, 3340 Randall Way, Silverdale, Washington

8. **DELIVER OF RENT: All due on the first of each month**, it is absolutely the responsibility of the tenant to mail rent payments (check, money order, or cashier check) to following address: K & T Ludlow Properties, LLC, PO Box 1480, Kingston, WA 98346 Landlord/agent will not be responsible for any lost or missing cash payments not personally handed to landlord/agent. If by start date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement with no refunds.

9. **LATE/NSF/DEFAULT RENT:** Any rent due **not paid by the 4th of the month** is subject to a **\$40.00 late fee** charge with an additional **\$10.00** for each late day thereafter. Late fees/charges and tenant-defaulted utilities shall be considered rent as due. **NSF checks shall be assessed \$20.00 each.** Rent up to 30 days or more late will trigger late fee billing and eviction notice. If tenant defaults in rent payment, is absent from the premises without notice, and there is reason to believe tenant is terminating occupancy, the premises will be considered abandoned, entitling landlord or agent to immediate possession, change of locks, and storage of any remaining items. (Call landlord to work out compromises and avoid possible penalties.)

10. **NOTICE TO VACATE:** Notice prior to ending date (item 2) requires approval of landlord or agent. Notice to vacate at ending date requires 30-day advance written notice by either landlord or tenant. Notice subsequent to ending date requires 20-day advanced written notice by either landlord or tenant effective the last day of any subsequent month. (Shorter notice, or notice other than that for the end of the term or month, requires approval of landlord or agent) Tenant shall, at the expiration of either and all notices, surrender the premises and keys to the landlord or agent in accordance with this agreement. Armed Forces: Members & families may terminate without penalties following reassignment/deployment per RCW 59.18.220. Maintenance & Showing: Following proper landlord/manager notice, tenant shall allow access to unit at reasonable times. Tenant failure to reasonably allow landlord/manager access after due notice is liable to \$100 each time per RCW 59.18.150(5).

11. **ACCESS:** Landlord or agent may enter the tenant's premises for purposes of: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; provided, access is at reasonable times with proper notice (no notice required for emergency or abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of other arrangements).

12. **PUBLIC SAFETY:** Dwelling unit is equipped with hard-wired and battery backup smoke detection devices in working order. Tenant is responsible to maintain the device in working order; tenant failure to comply includes a \$200 fine per RCW 43.44.110(4). If the device is later found inoperable, landlord may charge tenant a \$50 compliance fee. Unless attached or noted, the building does not have an evacuation plan for occupants. Tenant will not knowingly and freely allow entry of any felon, law violator or repeat abuser without landlord written approval. Intentional and malicious property damage, impair, removal or deface by tenant is a criminal offense under 9A.52 RCW.

13. **CHANGE IN TERM OR RENT** requires 30 days landlord written notice at or after ending date. All other remains in force.

14. **INSURANCE/REPAIRS:** Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. (Landlord/agent not responsible for damaged tenant property.) Landlord/agent will promptly respond to tenant requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.

15. **ATTORNEY/COLLECTION/SERVICE FEES:** Tenant agrees to pay all landlord/agent costs including 12% annual interest on delinquent accounts, and all reasonable attorney/collection fees necessary for any action arising out of a tenant default or breach of this agreement. (Note: prevailing party is entitled to reasonable attorney fees and costs should the matter go to court.)

16. **PREMISES USE:** Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of any individuals in violation of court protection orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. **Absolutely no unlawful drugs, excessive drinking, public disturbances, verbal abuse/threats or unauthorized pets/firearms/smoking on premises. Violations may result in eviction.**

17. **OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES:** On a continuing basis, tenant agrees to:

- a. Keep premises in a clean, neat, and sanitary condition; no parking, storage or accumulation of debris on lawn or yard;
- b. Dispose of all rubbish, garbage, and waste in a clean and sanitary manner--at reasonable intervals--and assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying pets or animals; not temporarily host pets;
- c. Properly ventilate and operate all electrical, gas, heating, plumbing, building facilities, fixtures, doors, windows, locks, and appliances; No portable kerosene/gas/incense burning; keep hot water tank at 120 degree maximum; limit candle burning;
- d. Pay for, replace or repair in a landlord-approved manner all items (including doors, windows, locks, smoke alarms) damaged or made inoperable during occupancy; correct or repair plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, use due precaution against freezing or stoppage of water pipes in and around the premises.
- e. Report all plumbing, roof and other water leaks, and all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for presumptive damages and increased utility fees caused by lack of timely reporting by tenant.
- f. Not deface, damage, impair, or remove any part of the property, facilities, equipment, and appliances; not install or remove TV/radio antennas, decorations, signs, or postings, nor phone or video equipment without landlord or agent approval;
- g. Not grow medically approved marijuana in or around the premises; not exceed a 60-day supply for own medical purposes.
- h. Not make alterations, paint, wallpaper or change fixtures or locks to premises without landlord or agent approval;
- i. Not store non-operating vehicles, nor boats, RV's, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items on premises without landlord/agent approval; and
- j. Maintain reasonable peace and quiet with other tenants/neighbors and pay for any caused damages therein; no fireworks.
- k. Not smoke in the premises to include the garage.

18. **MOLD/LEAD PAINT:** Copy of State-approved mold and lead paint information hand-out is provided per RCW 59.18.060(12).

19. **YARD/OUTSIDE PREMISES:** Tenant agrees to mow, water, weed, and maintain yard and grounds in good condition (including any landlord specifics), and to keep driveways, walks, porches, and garages clean and clear of obstructions. Failure to comply following notice will result in charges to tenant for necessary remedy. No trampolines, swimming pools, swing or climbing sets, or other such "attractive nuisances" without written approval of landlord or manager. Unauthorized parking, storage, or accumulation of waste may also be assessed up to \$10.00 per day per violation.

20. **FURNISHINGS PROVIDED:** Included are electric range with exhaust hood, refrigerator, dishwasher, granite and wrought iron kitchen island, master bath storage cabinet and mosaic mirror, and wood window blinds in place on date of this agreement.

21. **MOVE-IN CONDITION REPORT:** The landlord/manager and tenant each state they have inspected the premises to be rented, including the walls, floors, countertops, carpets, blinds, applicable furniture, and appliances in each room; and all windows, doors, locks, smoke alarms, electrical features, faucets and plumbing fixtures, etc. **Subject to any defects reported below (#23) or within 30 days**, all items in the premises were inspected and initially found clean, undamaged, and in good working order.

22. **CONDITION REPORT UP-DATE:** Tenant to complete and return any/all condition report up-dates by 30 days of move-in.

23. **ADDENDUMS:** Move-in/out Condition of Premises (if applicable Yes / No)
Tenant Insurance Addendum (if applicable Yes / No)
Residential Pet Addendum (if applicable Yes / No)
Residential Septic Addendum (if applicable Yes / No)

Landlord/agent is not liable for defects not first reported in writing by tenant to landlord/agent in a timely manner.

24. **DELIVERY OF POSSESSION:** If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.

25. **EVICITION PURSUANT TO WRIT OF RESTITUTION:** Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.

26. **RECEIPT OF MONEY PAID:** Tenant has paid \$_____ in _____ for security fee; and paid \$_____ in _____ for rent covering period _____ through _____.
Tenant has paid a one-time non-refundable pet fee of \$_____ in _____ per Pet Addendum (if applicable).

27. **IN WITNESS,** tenant(s) and landlord/agent have reviewed this rental agreement as completed, and hereby finds it severable and reasonable, and agrees to same as provided or modified per RCW 59.18 (Washington State Landlord-Tenant Law).

Tenant Printed Name

Tenant Signature

Date

Tenant Printed Name

Tenant Signature

Date

Landlord Printed Name

Landlord Signature

Date