

## **LEASE / RENTAL AGREEMENT (Multi-Family Buildings)**

Bird Properties LLC, represented by Cathy and Gerald Goldman, hereinafter called "Lessor", leases on the following terms to \_\_\_\_\_, hereinafter called "Tenant", the "Property" or "Premises" at 5204 18th Ave NE, Seattle, 98105, Unit B.

### **HOLDING DEPOSIT**

Lessor acknowledges receipt from Tenant of the sum of \$1500. Said deposit of \$ 1500 shall constitute security for performance of Tenant's obligations pursuant to the Lease Agreement, including but not limited to payment of rent and to indemnify Lessor for damages to the Premises for which Tenant is responsible. Tenant's liability is not limited by the amount of the deposit. Tenant is prohibited from applying any amount of the deposit to rental or other payments owed to Lessor. Said Deposit will be placed into a Trust Account at Wells Fargo Bank NA, whose address is 999 3rd Ave, Suite 4000, Seattle, WA 98104.

Tenant has inspected the premises and acknowledges that they are in good condition. Tenant will note any exceptions on a written property condition report entitled "Property Condition Checklist" by specifically describing the existing damage to the Property or included furnishings. Lessor and Tenant will both sign the checklist upon commencement of tenancy.

Within 21 days from termination of this rental agreement and vacation (or abandonment) of the Premises, Lessor will give Tenant a full and specific statement of the basis for retaining any of said deposit and a refund of any portion thereof due Tenant. Any refund will be by a single check payable to Tenants and they shall apportion any refund among themselves. If Tenant leaves behind any possessions without prior approval of Lessor, Lessor will dispose of abandoned possessions at Tenants expense and deduct said expense from deposit. If the deposit is insufficient to reimburse Lessor for any damages, Tenant agrees to pay any deficiency on demand.

In the event Tenant fails to take possession of Premises on the date below, Tenant agrees to pay rent for the number of days Premises remain vacant. If possession of the Property to Tenant is delayed, Lessor shall not be liable to Tenant for damages.

### **TERM/SUBLETTING**

This Lease Agreement is for lease/rental for a term of 11 months 26 days beginning on the 4th day of September, 2016. This Lease Agreement shall end at 5:00 pm on the 30th day of August, 2017. This Lease Agreement shall not convert to a month to month agreement at termination. Tenant shall not assign or sublet this Lease Agreement or any portion of the Property without Lessor's written consent. Each additional application for lease or sublease must include a \$50 non-refundable fee which will be charged regardless of whether or not applicant is approved. If applicant is approved, then an additional \$100 will be charged at the time the new tenant is added to the lease. Notwithstanding the foregoing, the first additional tenant will not be charged a transfer fee. No more than 2 tenants may sublet at any time.

### **RENT**

The rent is \$1950 per month, payable in advance, on or before the first day of each month commencing with the above month. Rent shall be payable to Lessor at address shown below. On or before September 4, 2016, Tenant will pay Lessor \$3640 as rent for September 2015 (\$1690) and a prepayment of last month's rent (\$1950). Commencing in October, 2016, rent will be deposited directly into Lessor's bank account by Tenant by no later than the date rent is due.

Any prepayments of last month's rent shall be credited towards the rent for the final period for which tenant is lawfully obligated to pay, regardless of tenant's actual occupant. Said last month's rent deposit cannot be applied by tenant to any other month.

### **UTILITIES, YARD MAINTENANCE, PEST CONTROL AND PROFESSIONAL CLEANING**

Lessor shall provide yard maintenance, oil, water/sewer/garbage service, and pest control during the term of the Lease. At lease termination, Lessor and Tenant agree that Lessor shall have the Premises professionally cleaned at Tenant's expense to restore the premises to their initial condition of cleanliness. Tenant shall be responsible to reimburse Lessor for the out of pocket cost of such utilities, yard maintenance, pest control and cleaning. **Allocation to each unit will be based on the number of tenants residing in that unit.** Tenant shall pay \$145 per person per month, or \$435 per month in total, to Lessor on or before the first day of each month as a refundable

deposit for such utilities, pest control, yard maintenance and cleaning. For those charges paid by Lessor directly, Lessor will provide an accounting of such charges within 21 days of termination of this rental agreement and vacation of the Premises. Tenant will receive a credit for or be charged for any difference between the total utility deposit paid and the actual cost for oil, water/sewer/garbage service, pest control, yard maintenance and cleaning charges incurred.

Lessor shall hold the monthly deposit payments in the same account as Tenant's refundable Security Deposit. Lessor may withdraw actual charges incurred from the account.

Tenant shall be responsible for and **pay utility companies directly** for electric, telephone and cable charges when due.

## **MAINTENANCE AND DAMAGE**

Tenant will inspect the Premises and acknowledge that it is in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report. Tenant shall maintain the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor covers, and all personal property provided by Lessor, throughout the term of the Lease Agreement and upon surrendering the Premises to Lessor. Tenant will bear the cost of any cleaning or repair performed by Lessor to restore the premises to the condition indicated on the attached Property Condition Report, except for wear resulting from ordinary use of the Premises. Tenant is responsible for rent lost by Lessor while performing repairs and/or cleaning because of failure to comply with the foregoing. Tenant understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, or oil lamps, or burning of any other product (except for proper use of Lessor installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Tenant, may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning repairing or replacing of carpeting or padding.

## **SMOKE DETECTION DEVICES**

It is the responsibility of Tenant to maintain all smoke detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Tenant failing to comply can be fined up to \$200.00 in accordance with RCW 48.48.140/WAC 212-10-050.

## **INSPECTION /SALE**

It is agreed that Lessor may enter the Premises to inspect it, to make alterations or repairs or to show it for lease or sale at all reasonable times and, except in emergencies, on two days' notice to Tenant. It is agreed the Lessor may enter Property to show it for lease or sale at all reasonable times and on one day's notice to Tenant or earlier with permission from Tenant, which Tenant agrees to not unreasonably refuse to grant.

## **GUESTS**

The Property is rented for residential purposes only. Tenant shall not use the Premises for any business purpose, nor shall tenant allow any guest to stay at the Premises except as stated in Guests rules below, without Lessor's written approval. All persons occupying property must be a Tenant. Tenant will pay Lessor \$50 per day for any violation of this section.

## **RENT LATE CHARGE/NSF CHECK**

If any rent is not paid on or before the due date or by the 1st day of the month, Tenant agrees to pay a penalty of \$75.00 plus \$40 per day for each day that the same is delinquent, including the day of the payment. Payment with an NSF check is the same as no payment at all.

Tenant agrees to pay a penalty of \$50.00 for each NSF check given by Tenant to Lessor in addition to any fee for late payment. Lessor shall have no obligation to redeposit any check returned NSF. Lessor shall notify Tenant of late rent and NSF check charges and the delinquent rent, late charges and penalties must be paid within three days. Should Tenant submit a check that is dishonored for insufficient funds or returned for insufficient funds, or should Tenant offer payment to cure any default such as following receipt of a Pay or Vacate Notice, Tenant shall make such payment by cash, cashier's check or money order. If Tenant gives Lessor two checks that are returned for non-payment, all future payments by Tenant shall be made by cash, cashier's check or money order. Notwithstanding the foregoing, Lessor may issue a Three Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Lessor shall give a statutory Three (3) Day Notice to Pay rent or Vacate, or if Lessor shall lawfully issue an other notice permitted pursuant to Washington law. Tenant agrees to pay in addition to the delinquent rent and late payment charges provided for above the sum of \$100.00 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

## **LIABILITY**

Tenant agrees that all personal property in the Property or stored on the Property or in the building which the Property is a part shall be at the risk of Tenant. Tenant further agrees not to hold Lessor liable in any matter for/or on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements or for loss of any articles from any cause, from said Property or any other part of the building which the Property is a part. Neither shall Lessor be liable for any injury to the Tenant, his or her family, guests, or any other person entering the building of which the Property is a part.

Tenant is not a beneficiary of any insurance policy maintained on the Premises by Landlord. Lessor recommends that Tenant obtain renters insurance to protect Tenant's personal property and to cover Tenants' liability for Tenant's negligence. Tenant is responsible for all damage caused to the premises as a result of the negligence of Tenant, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily or from vandalism.

## **ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION**

Lessor disclaims any warranties or representation that it will be liable to Tenant, Tenants' family, agents, invitees, employees, or servants for any damages or losses to person or property caused by Tenants of the property or other persons or other events that cause injury or damage to person or property. Tenant understands that Lessor and its legal representative's do not guarantee, warrant or assure Tenant's personal security and are limited in their ability to provide protection. Tenants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. TENANT UNDERSTANDS THAT ANY PROACTIVE STEPS LESSOR HAS TAKEN ARE NEITHER A GUARANTEE NOR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT TENANT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSON. TENANT HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE TENANT'S OWN PERSONAL RESPONSIBILITY.

## **WINDOW COVERINGS AND SCREENS**

Lessor is not responsible to provide or maintain window coverings and/or screens. Tenant does agree to obtain Lessor's permission to remove any such window coverings or screens that are in place at the commencement of the lease term..

## **LIENS AND SALES**

Lessor may encumber the premises by mortgages, deeds of trust or other financing instruments, and any such instruments so given shall be superior to the rights of Tenant herein. Foreclosure of any instrument shall not constitute a constructive eviction of Tenant and Tenant agrees to attorn to the purchaser at any such foreclosure or sale as if this Agreement was between Tenant and such purchaser directly. Any sale of the Premises or of the building of which the premises are a part shall not affect this Agreement or any of the obligations of Tenant hereunder, but upon such sale, the prior Lessor of the Property shall be released from all obligations hereunder and Tenant shall look solely to then Lessor of the Property for the performance of Lessor's duties hereunder after the date of such sale.

## **ATTORNEY'S FEES**

In the event either party employs an attorney to enforce any terms of this Lease Agreement and is successful, the other party agrees to pay a reasonable attorney's fee. In the event of a trial, the amount shall be as fixed by the Court. If the dispute is settled by mediation or binding arbitration, each side shall share the the mediation and/or arbitration fees equally.

## **WAVIER OF SUBROGATION**

Lessor and Tenant hereby release and waive for the duration of this Lease 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 Lessor or Tenant in effect at the time of loss, provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.

## **RULES**

The following rules are a part hereof and failure to abide by them will constitute default of this Lease Agreement, including but not limited to subjecting Tenant to monetary damages depending on impact of failure of Tenant to follow rules:

**ILLEGAL USE** -- Tenant shall not use the property for any illegal purposes

**REPAIRS** -- Tenant shall promptly report all defects or potential defects on the Premises or to appliances not in good working order to Lessor. Tenant shall promptly repair, at Tenants expense, any broken glass in doors or windows and any other damage caused by Tenant. The washer, dryer, dishwasher and other appliances shall only be used while Tenant is on property and any misuse of appliances by Tenant which causes damage shall be repaired at Tenant's expense.

**FREEZING** -- Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during the cold weather.

**DRAINS** -- Tenants shall relieve stoppage of drains and sewers at Tenant's expense unless resulting from a condition existing at time of Tenant move-in. **Tenant shall not use Draino or other caustic drain cleaners that damage pipes. Please contact Lessor for approved drain cleaners.**

**NAILS/PAINTING** -- Tenant shall not drive any nails or screws into walls and shall not paint anything without Lessor's written approval. Repair of holes from screws and/or nails shall be Tenant's responsibility.

**GENERAL UPKEEP** -- Tenant will keep the Premises, including appliances, floor coverings, and draperies in good order, and in a clean sanitary condition. Tenant will notify Lessor immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc., Tenant will take all reasonable precautions to prevent the presence of mold or mildew in the Premises, such steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Tenant agrees to promptly notify Lessor of the presence of mold or mildew. Lessor may check premises periodically with proper notice and if premises are not being properly maintained, upon notice to Tenant, Tenant shall have 5 days to remedy condition or Lessor will hire, at Tenant's expense, a cleaning service. Should Tenant fail to comply with the foregoing, labor for cleaning and repairing the premises shall be at the rate of \$50.00 per hour, excepting labor performed by parties other than Lessor or agent, which shall be assessed at it actual cost.

**TOILETS AND SINKS** -- **Tenants shall not flush tampons (whether or not the box says they are toilet disposable), hair, Kleenex, heavy toilet paper, food, paper towels, cat litter, etc. down the toilets. Tenants shall not put stringy food, such as asparagus, celery, bananas, other hard vegetable and fruit cores, down the kitchen sink, and excessive food all at once down the kitchen sink, all of which can damage garbage disposal and/or cause a blockage.**

**NOISE/NUISANCE/PARTIES** – Tenant, family, and guests shall have due regard for the peace and enjoyment of other Tenants in the Building at all times. The level of noise created by any Tenant, within or outside any unit, whether it originates from television, stereo, conversation, or any other source, must be such that it cannot be heard in any other Tenant's unit between the hours of 10:00 PM and 8:00 AM.

Tenants shall not create or permit any other nuisance on the Property. **House parties shall not exceed 10 persons.**

Tenants agree to pay Lessor, in addition to any other fees assessed or charged or otherwise owed to Lessor or the following agencies, within 72 hours of receipt by Tenants of written verification from the agency involved for each complaint call to the City of Seattle, Seattle Police Department, University of Washington (UW) Campus Police, or Liquor Control Board regarding garbage/litter/junk or noise or liquor control issues at the Property, \$150 to Lessor for such first complaint, \$300 for such second complaint and \$500 for each complaint thereafter. Any waiver or reduction of amount due above by Lessor shall not change the charge due for subsequent violations.

## **STUDENT CODE**

Any of the undersigned tenants who are a student at the UW at anytime during the term of the lease hereby agree to fully comply with the UW Student Conduct Code regarding conduct undertaken on the Property during the term of this lease. Violation of laws, ordinances, and the conduct code are a breach of this lease. Landlord is not affiliated with the UW in any way.

**SMOKING** -- Tenant shall not smoke tobacco or other substances inside building or on Property.

**SMOKE ALARMS** -- Operable smoke alarms are installed in the property. It is Tenant's responsibility to check smoke detectors monthly and replace worn out batteries.

**GUEST** -- Tenant is responsible for guests complying with these rules. Guests may stay a maximum of 5 consecutive days or 8 days in any single month unless prior written approval has been given by Lessor. All unauthorized occupants, including guests remaining more than the foregoing, shall, in addition to any other remedy, result in a penalty of \$30 per day.

**PETS** -- Pets are prohibited inside residence on Property.

**VEHICLES** -- Vehicles, trailers, boats and inoperable or unlicensed autos may not be parked or stored on the Property, on or in any parking area provided for the Property, or on any streets or alleys serving the Property.

**WATER BEDS/PIANOS AND HEAVY OBJECTS** -- No waterbeds are permitted. Aquariums, pianos, organs, and unusually heavy objects are not permitted without Lessor's written approval.

**LOST KEYS OR LOCKED OUT OF ROOM** -- There will be a \$10 charge for key replacements at check out. If during the lease period a Tenant becomes locked out of the house or individual room, the Lessor shall not be responsible for a locksmith that might be needed to allow entry. If Lessor can be reached, Lessor will be under no obligation to come to the property. If the Lessor is able to come to the property, Tenant will pay Lessor a \$50 trip charge. There will be a \$10 charge for each new key required.

**LITTERING** -- Not to throw anything from windows or balcony.

**STORAGE IN COMMON AREAS** -- Not to store bicycles or other personal effects in common areas such as halls, stairways, elevators, laundry-rooms, public areas, or areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Lessor, and to have due regard for the joint use nature of such areas by removing all chairs, toys or other garden equipment after use and in all cases to remove such items by the end of each day.

**SIGNAGE** -- Except as otherwise permitted by law, not to display signs or placards on or about the Premises or Property that are visible to the public.

**APPLIANCES** -- Tenant shall not disconnect or relocate within the dwelling any Lessor supplied appliance without Lessor's written consent.

Tenants are not allowed to have Tenant owned microwaves, hot plates, air conditioners, refrigerators, stoves, etc., outside of kitchen area without written approval of Lessor. No firearms are allowed on the Premises.

**LEGAL NOTICES** -- To notify and deliver to management any legal notice received from any person or government agency that relates to the Property.

## **DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY**

In the event of damage to the Premises or Property by fire, water or other hazards, and the damages are such that Tenant's occupancy can be continued, Lessor shall make such repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If in Lessor's opinion, the Premise or Property are so damaged as to be unfit for occupancy, and the Lessor elects to make such repairs, the rent provided for herein shall abate 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 or the Property are so damaged or destroyed as to be, in the sole opinion of Lessor, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as the date of the damage or destruction and Tenant shall immediately vacate. In such case, Tenant shall pay rent pro-rata through the day Tenant vacates the Premises.

**PARKING**

Lessor intends to lease the garage parking available on Premises separately from this Lease Agreement and Tenant may not park in such spots without written agreement from Lessor. If Tenant parks in this prohibited space without written agreement by Lessor, Tenant shall pay \$50 per incident to Lessor. Also, parking is not permitted in front yard, and Tenant shall also pay \$50 per incident to Lessor.

**GENERAL**

No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Lessor. Wherever the singular or masculine are used in this Lease Agreement, the same shall be deemed to include the plural or the feminine.

Where a party is more than one person, all covenants shall be deemed joint and several, including that notices and/or payments to one person shall be deemed notice and/or payment to all persons in that party. It will be the responsibility of the person within the party to then notify and/or pay all other persons in that party.

**GUARANTEE**

Upon request by Lessor, Tenant agrees to obtain respective parent’s or legal guardian’s written guarantee of Tenant’s obligations and liabilities under this Lease Agreement for all Tenant signatories to this Lease Agreement who, in Lessor’s sole opinion, do not have sufficient current income or sufficient credit information.

**ATTACHMENTS AND/OR DISCLOSURES**

Tenant acknowledges receipt of the following additional attachments and disclosures included with this lease:

- EPA Brochure: Protect Your Family from Lead in Your Home
- Summaries of Washington and Seattle landlord-tenant laws
- Mold information handout
- Fire/Safety handout

**DATED** as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**TENANT:**

**PRINT NAME:**

_____	_____
_____	_____
_____	_____

**LESSOR:**

Bird Properties LLC

BY: \_\_\_\_\_ Date\_\_\_\_\_

**Address: 1185 Broadway Avenue E, Seattle, Wa 98102, 206-683-4001**