

# 1. Residency and Financials

## 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

<<Tenants (Financially Responsible)>>

and us, the Landlord:

<<Company Name>>

You've agreed to rent the property located at

<<Unit Address>>

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The residence will be occupied exclusively by the resident(s) listed above. The Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days. The Premises may be a portion of an apartment complex, condominium complex or other larger parcel of land and, if so, the larger parcel shall be referred to herein as the Property.

## 1.2 LEASE DURATION

The terms of this tenancy shall commence on <<Lease Start Date>> and end on <<Lease End Date>>, and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

## 1.3 RENTS AND CHARGES

You shall pay <<Monthly Rent>> per month for rent. The first month's rent and/or prorated rent amount of <<Prorated Rent>> shall be due prior to move-in.

Every month thereafter, you must pay your rent on or before the 1st day of each month with 3 days of grace period. The following late fees will apply for payments made after the grace period:

A 10% late fee will be applied on the 4th of the month if there are any outstanding balances owed.

A charge of \$50 will apply for every returned check or rejected electronic payment, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

Landlord may issue a Three Day Notice to Pay Rent or Vacate immediately after the rental due date. If for reason of non-payment of rent Landlord shall give a statutory Three (3) Day Notice to Pay rent or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$50 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

## 1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the property is <<Security Deposit Charges>>, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. Security deposit will be held at Chase Bank, Queen Anne branch.

The deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit towards their "last month's rent", Resident must pay rent their last month of tenancy. At the conclusion of the tenancy, Resident shall provide Landlord with a single forwarding address to which the deposit accounting and any refund are to be sent. Any refund will be by a single check payable to all

individual current Residents named on the lease agreement and they shall apportion any refund among themselves. In the event that the owner is self-managing the property, the deposit refund will be issued by the owner of the property, not the Landlord's agent. Landlord's itemized statement for retaining any of the deposit; together with any refund owing shall be sent to Resident's forwarding address within the time frame allowed by law, after termination of this Agreement and vacation of the premises, conditioned upon Resident's compliance with this Agreement and the following:

- a) Resident shall have complied with all the conditions of this Agreement.
- b) Landlord will hire a professional cleaning agency to do general cleaning and carpet steam cleaning, and those costs will be deducted from Residents deposit. Resident may not do the cleaning themselves. Resident agrees that soiling or staining is not wear and tear from normal usage.
- c) Resident shall bear the cost to replace or repair any missing or damaged property or fixtures. Resident must have all consumables including, but not limited to light bulbs, refrigerator filters, etc. in working condition and the proper item for the fixture, or Resident will be charged for the materials and labor to replace consumables.

## 1.5 UTILITIES

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Resident agrees to establish use, maintain and pay for all applicable utilities, without delinquency, used in or charged against the Premises during the term of this agreement, other than what is notated as included above. Resident is responsible for contacting the utility companies, and having the accounts put in their name. If the bill cannot be put in the Resident's name, then it will remain in the Owner's name, and the bill will come to the property address, and Resident shall pay the bill directly to the utility company, or reimburse the Owner if instructed. Any unpaid utilities at the end of the tenancy will be deducted from the Residents security deposit refund.

## 1.6 INSURANCE

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We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We require you to get your own renters insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance, with a minimum coverage of \$100,000. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

Neither Landlord nor any agent shall be liable to Resident, Resident's family, agents, invitees, employees, or contractors for any damages or losses to person or property caused by other Residents of the property or other persons. Resident agrees to indemnify and hold harmless Landlord and agent(s) from and against any and all claims for damages to property or person arising from Resident's use of the premises or from any activity, work or thing done, permitted or suffered by Resident in or about the Premises. Landlord or agent(s) shall not be liable for personal injury or damage or loss of Resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, earthquake or earth movement, or other causes whatsoever unless the same is due to the sole negligence of Landlord. If any of Landlord or agent's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Agreement, such employee shall be deemed to be the agent of Resident regardless of whether payment is arranged for such service; and Resident agrees to indemnify and hold Landlord and agent(s) harmless from all loss suffered by Resident or other person in any of the aforesaid circumstances. Resident understands that Landlord and its legal representatives do not guarantee, warrant, or assure Resident's personal security and are limited in their ability to provide protection. Residents acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident 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. RESIDENT UNDERSTANDS THAT ANY PROACTIVE STEPS LANDLORD HAS TAKEN ARE NEITHER A GUARANTEE OR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT RESIDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. RESIDENT HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENT'S OWN PERSONAL RESPONSIBILITY.

Landlord requires that Resident obtain renters' insurance to protect Resident's personal property and to cover Resident's liability for Resident's negligence. Resident agrees to obtain insurance protecting the premises from loss or damage caused by Resident or Resident's negligence and understands that any insurance that Landlord maintains is not for the benefit of Resident. Resident is responsible for all damage caused the premises as a result of the negligence of Resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

## 1.7 KEYS AND LOCKS

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You will be provided one unit key for each occupant 18 years or older.

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

Resident shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when Resident vacates the unit. You will be charged for the cost of new locks and keys and garage door opener that are not returned.

Landlord does not provide a "lock-out service", if Resident is locked out, they may have to contact and pay for a locksmith themselves, if the Landlord is unable to assist with access.

## 1.8 APPLICATIONS & SCREENING FEES

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Resident warrants that they have never been convicted of nor pleaded guilty or no contest to a felony (whether or not resulting in a conviction) and that Residents have never been convicted of or pleaded guilty or no contest to a misdemeanor involving sexual misconduct, or a crime against a child (whether or not resulting in a conviction). Resident further represents that he or she or any other occupant is not a Registered Sex Offender in Washington State or any other jurisdiction. Breach of these representations shall be a material breach of this agreement and ground for immediate termination of this Agreement pursuant to RCW 59.12.030 (5). Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and Landlord may take legal action to terminate this Agreement in such case.

## 1.9 USE/ ASSIGNMENTS OR SUBLETTING

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Resident shall not use the premises for any business purpose where the business involves customers visiting the property regardless of whether such business may be authorized by local law as a legal home occupation. Daycare's and shared day care is not allowed. Resident shall not assign this Agreement, sublet the premises, give accommodations to any roomers or lodgers, Airbnb, VRBO, or permit the premises to be used for any purpose other than personal residence. Changes in occupancy are not permitted without the prior written approval of Landlord at the Landlord's sole discretion.

In the event that Landlord permits a roommate change, Landlord will charge a \$250 fee for administrative work, not limited to screening said roommate and revising the lease agreement. In the event that Resident contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Landlord consents thereto and prepares a revised rental Agreement, which shall be signed by all Residents. Security deposit will not be refunded until the home is 100% vacated, no security deposit is refunded during a room-mate change. Once home is 100% vacated, security deposit will be refunded to the current Resident's on the lease at that time. In the event that the Resident adds an additional occupant without permission of the Landlord, Resident will be fined \$100 per day, until additional occupant has vacated.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

# 2. Policies and Procedures

## 2.1 COMMUNITY POLICIES OR RULES

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You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

**RESIDENT'S OBLIGATIONS:** Resident agrees as follows:

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible.
- b) Resident agrees to submit to Landlord upon demand, proof that any utilities, assessments or charges have been paid, and to execute all revised rental agreements upon request.
- c) To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises.
- d) Not to do or keep anything in or about the premises that will increase the present insurance rate thereon. Resident agrees to reimburse Landlord for any increase that might occur for violation of this rule.
- e) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident; Resident agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum byproducts, old batteries on the premises or Property.

- f) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so, and agrees to notify Landlord of any such damage that occurs; To repair at Resident's expense any damage to the premises caused by Resident's acts or neglect within the time period provided by written notice from Landlord requiring such repairs.
- g) Except in cases of emergency where no notice is required, to permit Landlord, their agents, employees, or representatives to enter the Premises at reasonable times after notice as provided in the Residential Landlord-Resident Act and to permit Landlord to show the premises to prospective Residents on 24 hours notice once the Resident has given formal notice to vacate the premises. In the event Resident does not comply with proper request to enter, Landlord shall impose an additional \$100.00 charge as additional rent for each said denial of entry.
- h) To permit Landlord to display "for rent" or "for sale" signs once notice to vacate has been issued by either party.
- i) Resident understands that this tenancy shall terminate at 11:00 p.m. on the last day of occupancy. It is Resident's obligation to have the Premises completely vacated and all personal property removed by that hour.
- j) Not to install a waterbed or house a fish aquarium without the prior written approval of Landlord. If permission is granted for either of these items, Resident shall obtain an insurance policy to protect Landlord from any damage that may be caused thereby.
- k) Not to make any repairs, alterations, additions, painting or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable T.V. jacks, satellite dish, nor to install any wires, cables or aerials for radio or television purposes on the roof or other parts of the building without the prior written approval of Landlord. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Landlord and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the premises and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives. Landlord will not reimburse Resident for repairs made by Resident, or vendors Resident hires.
- l) To notify Landlord immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, running toilets, faucets, etc. Resident will be responsible for additional usage costs if not reported. In the event that the owner is self-managing the property, repairs shall be reported to the owner. In the event that Avenue One is managing the property, repairs shall be reported to the designated Avenue One agent. Resident must provide access to vendors for any repairs needed during their tenancy. If there is a jetted tub on the premises and the jets do not work, they will not be repaired. Landlord is not responsible for maintaining a 3rd party security system.
- m) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Landlord's prohibition on the use of the Premises for prostitution, drug manufacture/growing/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other Residents or endanger the health, safety, or well-being of any Resident, family member, guest or invitee Resident at the Property or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- n) To have no garage, yard or other sales on the Premises or Property, nor to have guests visit for any commercial purpose without Landlord's written consent. Resident shall not display any signs of any kind.
- o) If applicable, the laundry room shall be cleaned by Resident after each use. Laundry facilities shall not be used by non-Residents or for commercial purposes. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines is permitted.
- p) Not to store bicycles or other personal effects in common areas such as halls, stairways, elevator, 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 Landlord. Additionally, no bikes are allowed in the unit.
- q) Resident, family and guests shall have due regard for the peace and enjoyment of other Residents in the Building. The level of noise created by any Resident, 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 Resident's unit between the hours of 10:00 PM and 7:00 AM.
- r) To keep the Premises and Common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.
- s) To conform to the rules and regulations adopted by Landlord that supplement this Agreement, as the same may be amended by Landlord upon 30 days' written notice. Nothing herein shall be interpreted as authorizing Landlord to increase the rent unless the effective date thereof is at the conclusion of a term lease or as otherwise provided on 30 days' notice pursuant to RCW59.18.140.
- t) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Landlord proof upon request.
- u) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises.
- v) To notify and deliver to management any legal notice received from any person or governmental agency that relates to the Property.

w) Resident shall reimburse Landlord promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, their invitees, family or guests. Resident will not flush any feminine hygiene products down the toilet under any circumstances. Residents shall be responsible for any damage resulting from windows or doors left open. Resident is responsible for reimbursing Landlord for the cost of a service call to a vendor if the repair was not needed; false alarm, or unnecessary repair call. All such reimbursements shall be due immediately upon demand by Landlord. Landlord's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident shall not be deemed a waiver thereof; and Landlord may demand the same at any time.

x) RESIDENT AGREES THAT NO SMOKING OF ANY KIND IS ALLOWED IN THE PREMISES BY ANY RESIDENT OR GUEST OR INVITEE OF RESIDENT AT ANY TIME. Resident and guests must smoke at least 25 feet from premises if smoking outside. Resident may not vape in the premises or within 25 feet from premises.

y) Landlord does not provide a lock out service. Resident is required to call a locksmith at Resident's expense.

z) Resident is fully responsible for keeping the yard and grounds maintained on a regular basis, if applicable. Including mowing, edging, weeding, and debris removal. This includes the parking strip area between the sidewalk and the street. Resident must provide their own equipment. Resident must clean up dog droppings in yard, if applicable, at a minimum of once per week. In the event that the Landlord has left any equipment on the premises, it is understood by all parties that Landlord will not maintain said equipment. Resident may be fined \$200.00 per occurrence for noncompliance, payment must be paid to Landlord within 10 days of being billed.

aa) With homeowners associations, the Resident is responsible for abiding by all house rules issued by the homeowners association, which have been provided to Resident. If any fines are imposed by the homeowners association for rule violations, those will be the Resident's responsibility. In the event that Resident is billed for any fines, repairs, utilities, etc. during their residency, they must remit payment to Landlord within 10 days of receiving the billing.

ab) Resident is responsible for replacing consumables during their tenancy including but not limited to light bulbs, furnace filters, refrigerator filters, etc.

ac) Resident is responsible for "winterizing" the premises, if applicable, including, but not limited to purchasing and installing foam covers over outdoor faucets, shoveling snow, laying salt to prevent slipping, keeping heat at a temperature to prevent freezing pipes, etc.

ad) With single family homes, apartments, and multiplexes, Avenue One will perform quarterly exterior inspections, without alerting the Resident's ahead of time, and will perform annual interior inspections with all types of properties, with providing Resident's with the proper notice required by law, 48 hours.

ae) Resident may not grow marijuana on the premises. Smoking marijuana is not allowed inside the premises or within 25 feet of the premises.

af) Resident agrees to leave the door ajar on front load washing machines when not in use.

ag) Resident agrees to not place anything inside a gas or electric fireplace.

ah) Resident agrees to turn off gas fireplace when not home or when sleeping. And Resident agrees to fully extinguish wood burning fireplaces when not home or when sleeping.

## 2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

### **Casualty Loss**

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

### **Damage or Destruction of Premises/ Property**

In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Landlord shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Landlord's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Landlord elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, 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 Landlord, incapable of being satisfactorily repaired, then this Agreement shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent up to the day Resident vacates the Premises.

### **Smoke and Carbon Monoxide Detectors**

It is the responsibility of Resident to maintain all smoke and carbon monoxide detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any detection devices. Resident agrees that the smoke & carbon monoxide detectors are functioning at time of move in. Any Resident failing to comply can be fined up to \$200.00 in accordance with RCW 48.40.140/WAC 212.10.050. With apartments and condominiums, it is the Resident's responsibility to investigate whether the building has a fire alarm system, fire sprinkler system, emergency notification plan, emergency relocation plan, or emergency evacuation plan. If the building does have any of these systems or plans, it is the resident's responsibility to inform themselves of the details.

#### **Water Heater**

PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has inspected the hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

#### **Lead Paint**

Applicable only to housing built before 1978. Although Landlord is not aware of the existence of lead-based paint in this property, this housing 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. If this property was built prior to 1978 a federally approved pamphlet on lead poisoning prevention is available for review at our website [www.avenueoneresidential.com](http://www.avenueoneresidential.com).

#### **Safety and Crime Free**

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

#### **Mold Prevention**

In an effort to reduce the occurrence of mold Resident must monitor moisture accumulation. If Resident notices any mold in premises, Resident must notify the Landlord immediately. It is the Resident's responsibility to clean the mold and treat it with a proper mold and mildew remover. It is the Resident's responsibility to ventilate the premises properly in an effort to reduce mold accumulation. Resident may review mold addendum at our website, [www.avenueoneresidential.com](http://www.avenueoneresidential.com).

#### **Voter Registration**

For Resident's convenience, Resident may go to our website, [www.avenueoneresidential.com](http://www.avenueoneresidential.com), go to the Resident Forms tab and click on the link to complete the on-line application.

#### **Common Areas**

If an apartment or condominium, the Premises consist of the interior of the apartment. Regardless of whether they are assigned for Resident's use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the Property and are not part of the Premises. Whenever Landlord assigns such areas for Resident's use, said usage is a license to use in common with Landlord.

All Resident's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). Resident recognizes that their storage of any personal property on the Premises is at their own risk. Resident hereby releases Landlord and agent from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reason.

### **2.3 PARKING**

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from existing, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

### **2.4 PETS**

Except for service animals as defined in law, Resident 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.

## 2.5 DELIVERY OF PREMISES

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If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Resident for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 10 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Landlord, and any monies paid by Resident to Landlord shall be refunded to Resident.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Responsibilities

### 3.1 CONDITION OF PREMISES AND ALTERATIONS

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You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

Resident will inspect the Premises with the leasing agent prior to moving in and will acknowledge its condition on the Property Condition Report. Resident shall maintain the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Resident will bear the cost of any cleaning or repair performed by Landlord to restore the premises to the condition indicated on the Property Condition Report, except for wear resulting from ordinary use of the Premises. The Property Condition Report which Resident acknowledges which will be completed prior to move in, will be used to determine the refund of deposit at the end of this tenancy.

### 3.2 REQUESTS, REPAIRS, MALFUNCTIONS

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Resident shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. Resident must provide access to the home for vendors to make any necessary repairs during their tenancy.

### 3.3 RIGHT OF ENTRY AND INSPECTIONS

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We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

### 3.4 MOVE-OUT

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You will give us a written notice with your intent to vacate 20 (twenty) days prior to the date you wish to vacate, once your lease term has been completed. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the unit; determine any security deposit deductions; and remove property left in the unit. Surrender, abandonment, and eviction affect your rights to property left in the unit. Surrender, abandonment, and eviction do not affect your mitigation obligations.

#### **Charges**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or

other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

### 4.1 RELEASE FROM LEASE CONTRACT

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Notice of termination shall be by written notice of at least twenty (20) days before the end of any monthly rental period, given by either party to the other. If Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent and utilities until the end of the lease term or the unit is re-rented to a new Resident as provided for in RCW 59.18.310. Resident agrees that Landlord's reasonable expenses in re-renting the Premises shall include, but is not limited to, a lease commission of one month's rent. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Landlord in writing. If Resident issues a "notice to vacate", and then retracts notice, the Landlord may or may not accept the retraction depending on the circumstances. As compensation for marketing efforts and expenses Landlord may charge a fee of \$250 for a retracted notice.

### 4.2 DEFAULT BY RESIDENT

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You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you fourteen (14) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate fourteen (14) days of your receipt of the notice, unless the breach is remedied within the fourteen (14) day period.

#### **Holdover**

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

#### **Other Remedies**

If your rent is delinquent, you immediately forfeit all rights to occupy the unit any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the unit constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

### 4.3 CONTRACT TERMINATION AND DISPUTE

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This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

#### **Waiver of Jury Trial**

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

#### **Force Majeure**

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by natural disasters, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

#### **Attorneys Fees/Venue and Jurisdiction**

Except as otherwise provided by law, in the event any action, suit or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for 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.

#### **Non-waiver of Breach**

The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. In the event that any one or more of provisions contained in this Agreement shall for any reason be held invalid in any respect, such provisions shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not effect any other provision of this Agreement, the balance of which shall be construed as if such invalid provision had never been contained herein.

#### **4.4 LIENS AND SALES**

Owner may encumber the premises by mortgages, deeds of trust or other financing instruments, and any such instrument so given shall be superior to the rights of Resident herein. Foreclosure of any such instrument shall not constitute a constructive eviction of Resident and Resident agrees to attorn to the purchaser at any such foreclosure or sale as if this Agreement was between Resident 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 Resident hereunder, but upon such sale, the prior owner of the Property shall be released from all obligations hereunder and Resident shall look solely to the then owner of the Property for the performance of Landlord's duties hereunder after the date of such sale. It is agreed between Landlord and Resident that the Landlord, while entitled to possess and rent the Premises, in the event believes that a lender who holds a mortgage will eventually foreclose the Premises. In the event of a lender foreclosure, Resident may be required to tender rents to the new owner of the Premises. Resident may be entitled to protections afforded by state and federal laws; Resident agrees that he/she may seek the advice of an attorney to learn of her rights. Resident agrees to indemnify and hold Landlord harmless for any damages or inconvenience that may result from a lender foreclosure.

#### **4.5 GENERAL TERMS**

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 Landlord. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Agreement. Each Resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located.

#### **4.6 SEVERABILITY**

If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

#### **4.7 LANDLORD CONTACT**

Resident shall communicate directly with Avenue One, and will not have any contact directly with the owner unless as instructed otherwise by Avenue One.

#### **4.8 LEASE ADDENDA**

Resident acknowledges they have reviewed the following lease addenda by visiting our website [www.avenueoneresidential.com](http://www.avenueoneresidential.com). Mold Prevention, Fire Safety, Seattle Landlord Tenant Laws, Lead Paint Disclosure, Law of Agency.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

# 5. Maintenance

## 5.1 HOURS OF OPERATION

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Hours of Operation are Monday to Friday from 9:00 am to 5:00 pm

## 5.2 TIMELY NOTIFICATION

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Resident is required to promptly notify landlord of all needed repairs (emergency and routine) by submitting a maintenance service request via the resident portal: <https://avenueone.appfolio.com/connect>

Ensure all needed repairs are included in one service request along with specific details and photos of item(s) in need of repair. If the repair involves an appliance item, ensure brand of appliance is included in the service request.

Do NOT duplicate the maintenance service request with a phone call, text, or email.

Failure to report any needed repairs timely may result in a resident charge back for the entire or a portion of the repair costs.

## 5.3 MAINTENANCE SERVICE REQUEST PRIORITY

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Maintenance service requests received are assigned in order of priority. Resident will be notified via email once a vendor has been assigned and will be provided the contact information of the vendor assigned to the service request.

The vendor will reach out to the resident directly via phone or email within 48 hours to coordinate scheduling.

It will be resident's responsibility to schedule with the vendor directly and provide access to the property.

If follow up is needed on a repair, resident will inquire with landlord and not with the vendor directly.

Residents may need to provide access to the vendor more than once due to extent of repair or in the event materials/parts need to be ordered.

## 5.4 MAINTENANCE PERSONNEL

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Maintenance repair personnel are independent contractors of landlord; consequently, landlord can not control their work hours. Standard work hours are Monday to Friday from 9:00 am to 5:00 pm. Contractors do NOT work weekends and most holidays.

## 5.5 AFTER HOURS EMERGENCY REPAIRS

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First, determine if it is a true emergency or routine repair item. Few problems are classified as emergencies.

Only the following emergency items will be handled outside of normal office hours:

- a) FREE FLOWING WATER that cannot be turned off and may result in damage to the property
- b) BACK UP OF THE SEWER LINE, which may create health hazards

Should the two aforementioned items occur OUTSIDE of normal office hours, please TEXT: (206) 890-5977 with resident's name, phone number, property address, and state the nature of the emergency. Resident's text will be returned as soon as possible.

For the following items:

- a) FIRE - Call 911, and submit a service request via the resident portal <https://avenueone.appfolio.com/connect>
- b) GAS Smell - Call Gas company, and submit a service request via the resident portal: <https://avenueone.appfolio.com/connect>
- c) POWER Outage - Call Utility company and check the breaker

## 5.6 NON-EMERGENCY ITEMS

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Should any of the following occur outside of normal office hours, although inconvenient are NOT considered an emergency:

- a) Toilet Stoppage
- b) Appliance Outage, e.g. refrigerator, microwave, oven, dishwasher, washer, dryer
- c) Toilet or Faucet Leak

- d) Rodents
- e) No Heat
- f) Garbage Disposal not working
- g) Air Conditioning outage or not working properly

Note: "Cool" on the furnace setting is NOT an indication that A/C is available.

- h) No hot water
- i) Broken Window(s)

For these items, submit a service request via the resident portal: <https://avenueone.appfolio.com/connect>. It will be handled during normal business hours.

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## 5.7 AFTER HOURS NON-EMERGENCY FEE

Normal hours of operation are Monday to Friday from 9:00 am to 5:00 pm. NON-Emergency call(s) or text(s) received outside these dates and times will result in a \$100 after-hours fee.

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## 5.8 MAINTENANCE REPAIR COST

If landlord's repairman reports that repair need was caused by resident's negligence, the entire repair cost will be charged back to resident.

If a repair is determined not to be required, resident may be charged a trip charge.

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## 5.9 MAINTENANCE CANCELLATIONS

Resident is required to contact the vendor directly to cancel a scheduled appointment and promptly notify landlord.

Failure to cancel the scheduled appointment timely may result in a trip charge to resident.

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## 5.10 MAINTENANCE NO SHOWS

Resident will be charged a trip charge for the service call if resident is not at the property to provide access to the vendor during the scheduled appointment time.

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## 5.11 LOCK OUT

Landlord does not provide lock out services. Resident may contact landlord's preferred vendor, Security Lock and Safety at 425-454-6969 or a locksmith of resident's choosing. It will be resident's responsibility to pay for the lock out service.

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## 5.12 NOISE DISTURBANCES AND BREAK-INS

Resident will call 911 in the event of a noise disturbance or break-in and notify landlord regarding the incident.

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## 5.13 YARD MAINTENANCE

Resident is responsible for maintaining the yard, if applicable per lease agreement. Yard maintenance includes:

- a) Lawn mowing and edging
- b) Removal of leaves
- c) Yard is free of debris
- d) Weeding
- e) Watering lawn and plants during summer months

Should landlord need to send a landscaper to address any of these items, cost of service will be charged back to resident.

## 5.14 ODOR

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Should the property possess any lingering odor, which may include, but is not limited to pet, smoke, or odors associated with food preparation after resident has vacated the property, resident will be charge for all costs associated with mitigating such odor. This may include, but is not limited to, painting costs, carpet replacement, vent cleaning, cleaning with special odor reducing chemicals and cleaning agents, or use of an ozone machine.

## 5.15 PEST SERVICE

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Landlord will treat for interior rodents, odorous and carpenter ants, wasp/bees and/or bee hives.

Resident will do his/her part to minimize pest infestations by completing items which include, but is not limited to storing food in airtight containers, keeping a tight lid on garbage and food containers at all times, and keeping counters, tabletops and floors clean of crumbs or food buildup.

If pest issue is determined to be a result of resident negligence, resident may be charged for the cost of pest service.

## 5.16 C/O AND SMOKE DETECTORS

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Resident is required to *change the batteries* in the smoke and C/ O detectors every six months. Resident is not permitted to remove detectors as they are required by law and in place to ensure resident's safety.

## 5.17 RUNNING TOILET

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Resident is required to report running toilet(s) to landlord immediately by submitting a maintenance service request via the resident portal:

<https://avenueone.appfolio.com/connect>

Resident will shut off the water valve to toilet, if possible until repair can be completed.

Failure to report running toilet(s) may result in high water usage and higher water bills. Any additional water usage costs will be resident's responsibility to pay.

## 5.18 TOILET - WHAT NOT TO FLUSH

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Resident will not flush items which may include, but is not limited to feminine products, cooking grease, food, baby wipes, wet wipes, cleaning pads, dental floss, q-tips, cotton balls, diapers, pills, paper towels, tissue, hair, or bleach wipes down a toilet.

Resident should only flush organic waste and toilet paper.

Refer to section 1.8 regarding resident charge backs due to resident negligence.

## 5.19 DRAINS

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Resident will prevent clogs and backups by completing the following which include, but is not limited to installing mesh traps in tub drains, cleaning pop-up sink stoppers regularly, avoid pouring grease or oil down drains, and avoid using the toilet as a wastebasket.

Refer to section 5.18 Toilets - What not to flush and 5.25 - Garbage disposals for additional items that should not be disposed of in the toilet or garbage disposal.

Refer to section 1.8 regarding charge backs due to resident negligence.

## 5.20 FILTERS

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Resident is required to change furnace, A/C, and microwave filters quarterly. Resident is required to change water filters as indicated for refrigerators that contain a water dispenser.

Failure to comply will result in a charge back to resident for replacement of these items in addition to repairman labor at move out.

## 5.21 EXTERIOR FAUCETS

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Resident will cover all exterior faucets with hose bib covers during the fall/winter season (s).

Refer to section 1.8 regarding charge backs due to resident negligence.

## 5.22 PET WASTE

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Resident is required to clean up after pet(s). Pet waste must be removed from the yard immediately.

In the event that on-going yard service is provided at the property, vendors will decline to provide the service if pet waste is left in the yard. As a result, resident will be charged to have pet waste removed prior to the service, if the vendor is already on-site.

Any damage to the yard as result of pet waste will result in a charge back to the resident for the full cost to return the lawn to its original condition.

## 5.23 FRONT LOADING WASHERS

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To help mitigate any build up of mold and/or mildew, resident will leave door open while not in use and will use diluted bleach solution to wipe down the interior of the washer after each use.

## 5.24 PREVENTATIVE MAINTENANCE PROGRAM

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As part of landlord preventative maintenance program, landlord will conduct quarterly exterior and annual inspections. Resident will be notified prior to interior inspection date.

## 5.25 GARBAGE DISPOSAL

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Resident will not overload the garbage disposal or use it as a compost bin. Resident will not discard of items which include, but is not limited to metal, glass, plastic, grease, paper, cigarettes, bones, banana peels, shells, etc. in the garbage disposal.

If the garbage disposal requires repair or replacement and it is determined that the repair/replacement is a result of resident's negligence, the entire cost of repair and/or replacement will be charged back to resident.

## 5.26 HOA ACCESS

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Resident will be responsible for providing access to the unit and/or notifying the building concierge directly of approval for entry per the requested HOA date/time.

## 5.27 EXTERIOR SERVICES

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Landlord may not be able to notify resident in advance of a vendor visiting the property to provide an estimate, complete yard work, or repair of any exterior surface/item.

Resident is not required to be present or provide access for these services.

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
Initial Here

# 6. Maintenance Troubleshooting

## 6.1 RESIDENT TROUBLESHOOTING

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Resident will complete the troubleshooting tips in each of the subsequent sections, 2.2 thru 2.11 as applicable prior to submitting a maintenance service request.

## 6.2 HOW TO SHUT OFF WATER TO YOUR PROPERTY

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To turn off the water to your house and the rest of your property (including outdoor sprinkler systems, hose bibs, and so forth), look for the main valve just to the house side of your water meter. This is normally out by the street, often in a concrete box just below ground level. Once you locate the valve handle, turn it clockwise until it stops. If it is frozen in position, put a few drops of lubricating oil around the valve stem and wear a work glove to turn the handle or, if necessary, turn it with the help of a pipe wrench.

**The main water shutoff valve is usually located near the water meter. This should shut off water to your entire property.**

## 6.3 GARBAGE DISPOSAL TIPS

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1. check the inside for any foreign material
2. check for power
3. reset thermal breaker

If it is plugged in then **press the Reset button** found on the bottom of the unit. If it has reset, the button will be popped out.

If that does not work, check to see if the circuit breaker has tripped and turned off in the electrical service panel.

If the breaker has not tripped and the reset button is not popped out, then it's either a faulty switch or a faulty garbage disposal. First locate the switch that powers the disposal unit. It should be located on the wall but may be under the sink.

- Turn off the circuit breaker at the service panel which powers the disposal.
- Turn power back on at the service panel and check the disposal for operation.

A clogged garbage disposal can often be the result of overuse. Following some steps to rectify a clog can also help you to maintain your garbage disposal to ensure that the drain remains clear.

### Safety

Electrical and water supply must be removed before any work takes place. Ensure that any water supply to the garbage disposal unit is run dry before beginning work. Because you may be coming into contact with sharp components, it is advisable to wear strong work gloves and gauntlets while working or, alternatively, to remove sharp components until the task has been completed. Check the disposal for any obstructions.

A clogged garbage disposal can be caused by dry goods being ground up in the mechanism without the aid of sufficient water to flush it down and carry it through the drainage system. Items such as potato and banana peel can create a thick starchy paste and egg shells and coffee grounds can result in tiny particles that quickly cause a clog. Try to clear a clog by switching on the garbage disposal while running the faucet at full flow, continuing it let water run down the drain for several long seconds after the clog has disappeared.

### Garbage Disposal Do's:

- Do keep your garbage disposal clean. Pour a little dish soap inside and let the garbage disposal run for a minute or so with some cold water after washing dishes.
- Do run your garbage disposal regularly. Frequent use prevents rust and corrosion, assures that all parts stay moving and prevents obstructions from accumulating.
- Do grind food waste w/ a strong flow of cold water. Why cold water? It will cause any grease or oils that may get into the unit to solidify, so that they can be chopped up before reaching the trap.
- Do grind certain hard materials such as small chicken and fish bones, egg shells, small fruit pits, etc. A scouring action is created by these particles inside the grind chamber that cleans the garbage disposal's walls.
- Do cut large items into smaller pieces. Put them into the garbage disposal one at a time instead of trying to shove a large amount in at once.

### Garbage Disposal Don'ts:

The most important rule of thumb: ***Don't Put Anything In The Garbage Disposal That Is Not Biodegradable Food.*** A garbage disposal is not a trash can; it's for food scraps only. Non food items can damage both blades and the motor. When in doubt, throw it out!

- Don't grind glass, plastic, metal or even paper.
- Don't grind anything combustible.
- Don't grind cigarette butts
- Don't pour grease, oil or fat into your garbage disposal or drain. Grease will slowly accumulate and impede your garbage disposal's grinding ability as well as clog drains.
- Don't use hot water when grinding food waste. Hot water will cause grease to liquefy and accumulate, causing drains to clog.
- Don't grind extremely fibrous material like corn husks, celery stalks, onion skins, and artichokes. Fibers from these can tangle and jam the garbage disposal motor and block drains .
- Don't turn off the motor or water until grinding is completed. When grinding is complete, turn off the garbage disposal first. Let water continue to run for at least 15 seconds, flushing out any remaining particles. Then turn off water.
- Don't put too many potato peels down the garbage disposal. The starches in the potatoes will turn into a thick paste and may cause blades to stick.
- Don't put large amounts of food down the garbage disposal. Feed food into the garbage disposal a little at a time with the cold water running; this will help the food scraps flow down freely through the drain pipes and plumbing.
- Don't put expandable foods into your garbage disposal. Foods like pasta and rice expand when you add water in a pot; they do the same thing once inside your pipes or garbage disposal and are the cause of many jams and clogs.
- Don't grind large animal bones (beef, pork etc.).
- Avoid putting coffee grounds down the garbage disposal. They won't harm the garbage disposal and they'll actually help eliminate odors. However, they can accumulate in drains and pipes, causing clogs. Best to avoid.

- Don't use harsh chemicals like bleach or drain cleaners. They can damage blades and pipes. Borax is a natural sink cleaner and sanitizer that effectively works on odor-causing mold and mildew that accumulates in garbage disposals. (See more below).

### Keeping Your Garbage Disposal Running Problem-Free

Ice is an extremely effective and inexpensive method for cleaning your garbage disposal, sharpening the blades and breaking up any grease build-up which has accumulated. Just toss a few ice cubes into the garbage disposal and run it. As the garbage disposal chops into the ice cubes, the ice chips will effectively scour all the hard to reach areas of the unit, and melt down the drain. Try this once or twice a month to keep your garbage disposal in fine working order.

### To Remove or Prevent Nasty Garbage Disposal Smells

Here are some natural methods to clean your garbage disposal that are good for the environment and very inexpensive.

- Periodically, take a lemon or orange and toss it into the disposal. The oils and juice from the fruits and peels naturally clean the walls inside the garbage disposal and create a fresh, long-lasting scent.
- Freeze vinegar in ice cube trays and run those down the disposal. This will keep your blades sharp while safely killing odor-causing bacteria.
- For stubborn odors pour baking soda into the drain and let it set for several hours before running the water and garbage disposal.

For really stubborn odors, use a safe cleaning product like Borax. Just pour 3-4 tablespoons of Borax down the drain and let it sit for an hour. Then turn on the hot water and flush the borax away.

### Tips for Removing Fallen Objects

NEVER, EVER insert your unprotected hand into the garbage disposal...unless, of course, you want to lose it! If you must use your hand to remove objects and debris from the garbage disposal, unplug the unit or turn off the appropriate circuit breaker. Always wear safety gloves to protect your hand from the garbage disposal's sharp blades.

There are safer steps in retrieving the fallen objects. First, grab a flashlight and try to find the exact location of the object. Use a pair of extra-long needle nose pliers or an automotive finger gripper (available at most hardware stores) to extract the object from the garbage disposal. In some case, you may be able to use a bent coat-hanger to reach down into the garbage disposal and dislodge and hook the object. Even a pair of chopsticks or crochet needles can work to grab the object.

## 6.4 RESET CIRCUIT BREAKER

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The first step is to go the electrical service panel which is **usually located in the basement or garage** or in the room with your furnace and hot water heater.

The next step is to identify the tripped circuit breaker.

- The tripped breaker will not be fully in the "On" position but rather in the "Off" position or somewhere in between.
- To make visual identification easier, some breakers show red by the handle when tripped

### Resetting the breaker:

- To reset the breaker, just push the lever all the way to the "Off" position and then back fully to the "On" position.
- You will hear it click as it snaps into the "On" position.
- If the breaker trips again, you need to determine the reason for the over current condition and correct the root cause of the problem. The breaker may be tripping due to excessive amperage in the circuit or may be shorting out.

## 6.5 DRYER/WASHER NOT WORKING

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### Dryer/Washer Doesn't Work

First, check the power. Whether it is gas or electric, it has to plug into a wall outlet, and the breaker controlling the outlet may have tripped. If so, reset it by turning it all the way off, then on again. If it is a gas appliance, and it's plugged into a 120-volt ground fault interrupting outlet, the outlet itself could have tripped. Reset it by pressing the reset button on the front of the plug. If the appliance is on a circuit shared by other GFI outlets, and one of them trips, that also could cut power to the appliance.

## 6.6 LIGHT FIXTURE STOPS WORKING

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### 1. Plug or Wall Switch

Check to make sure the fixture is plugged in and/or the switch is on.

### 2. Circuit breaker

Is anything else in the room failing to turn on? If so, check your service panel (breaker/fuse box) for a tripped breaker or blown fuse.

## 6.7 BEEPING SMOKE DETECTOR

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### Smoke Detector Problems with Batteries

The most common reason for a chirping smoke detector is a low battery condition. Batteries can be used as the main power source for some detector designs, and are very often used as a backup.

Some smoke alarms must be removed from the wall or base plate to access the battery from the back. If you're not able to do this yourself, consult an electrician.

### Electrical Problems

Electrical wiring connects all the hard wired fire alarms in the house together on the same circuit. This type of interconnected fire system allows any single detector to trigger all the others in case of a fire.

*A tripped circuit breaker* will often cause a 110-volt hardwired smoke detector to start beeping. It will continue to beep, running on its backup battery, until AC power is restored.

If you suspect this is the problem, check all the breakers in the panel box. If you find one tripped, reset it. If the chirping stops, you've likely solved the problem. Keep an eye (ear?) on the smoke alarms for a few weeks afterward. If the same breaker trips again, it probably needs replacing.

*A loose connection to a wired smoke detector* will cause a trouble condition. This will cause the units to emit chirps until the problem is corrected.

### Security Alarm

Beeping smoke detectors, hard wired versus battery, and alarm systems

## 6.8 HOT WATER HEATER LEAK

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### Hot Water Heater Leak

**A leaky water heater is a dead water heater.** The biggest problem is that the lining wears away and you get water dripping from the base. This can cause no hot water or less available hot water.

Shut off water

Rotate valve clockwise

Use channel locks

Shut off water using shut-off located on cold water pipe above tank.

Or turn off main water shut-off to house

2) Shut off water to house/ if water heater does not have shut off valve shown above

Rotate shut off 1/4 turn so valve is perpendicular across water line

Image shows water key.

Located water meter box, remove lid, dig away dirt to find shut off

Shut off located on house side of meter

4) If leak continues: Turn off electric or gas and Drain water heater

Use garden hose.

Open drain valve counter clockwise

Put hose on drain valve located on side of tank near bottom.

Open drain valve and check that water is flowing out of hose.

5) How to turn off electric heater

If tank continues leaking after shutting off water to water heater and opening tub spout to release pressure, then turn off electric water heater and drain tank

Do not touch wet water heater

Find circuit breaker for water heater, and push breaker fully OFF

If leak is small, then turn electric heater ON for short while to make batches of hot water until new heater can be installed.

6) How to turn off gas heater

If gas water heater is leaking, then choose either a) or b)

a) Small water leak that has stopped with steps shown above: rotate knob to Pilot so pilot stays lit but burner will not ignite, illustrated on

left. Then when you need a bit of hot water, rotate knob again so burner will ignite. Do this until heater can be replaced.

b) Large water leak, or tank continues leaking after tub spout is open: turn off gas to heater  
Move gas valve handle so it is perpendicular across gas line.

## 6.9 LEAK UNDER THE SINK

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**A stuffed sink can easily spring a leak.** Under your kitchen sink, just take a peek every once in a while and see if there are any drips. It's always a good idea to take a look.

## 6.10 CLOGGED DRAINS

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The plumbing in your home is one of those things you never think about until something goes wrong. Just about every plumbing fixture in your home can become clogged, from the kitchen and bathroom sinks to the tub and toilet. Clogged drains are annoying and can slow you down when getting ready in the morning.

A clogged shower drain is one in particular you don't want to deal with. Baths take forever to drain and showers leave you with soapy water pooling around your ankles. Stop putting up with your clogged shower drain and clear it out in just three easy steps!

### Step 1: Remove Hair and Soap Scum

The most common reason for a clogged shower drain is a simple accumulation of hair and soap scum. This is easy to get rid of.

Start by removing the drain screen if your shower has one. Unscrew it from the drain hole so you can see inside - or, if your shower has a pop-up drain, raise the lever to open the drain and pull the stopper out of the drain hole.

Once the drain opening is clear, stick a bent wire down the hole and wiggle it around to help hair and other gunk latch on. Pull as much of the clog out of the drain as possible, tossing it in the trash as you go.

When the drain is as clear as you can get it, run the tub to see if the clog is gone. If so, rinse any residue off the stopper and replace it in the drain opening. If not, move on to step 2.

### Step 2: Use the Baking Soda and Vinegar Technique

The second method for unclogging a shower drain involves making your own drain cleaner. This is a safe, nontoxic alternative to using a chemical drain cleaner, making it a preferable method.

Pour ¼ cup of baking soda into the drain followed by 1 cup of white vinegar. Leave the foaming, bubbling chemical reaction to work for 15 to 20 minutes.

While you wait, boil a large pot of water. When enough time has elapsed, pour the water directly into the drain to wash away the baking soda and vinegar - and hopefully all the gunk clogging your shower drain, too. Turn on the bathtub faucet and see if the drain is clear. If not, move on to step 3.

### Step 3: Plunge the Drain

Just as you can plunge a clogged toilet or sink, you can also plunge the shower drain. This is the final step you should take if the previous two methods aren't enough to clear the drain.

Fill the tub with an inch or two of water. If your tub has an overflow plate, cover the holes with a wet rag or duct tape. Force air into the drain with several sharp plunging movements. Let the water drain and test if the clog has been removed. Complete a series of three or four attempts. Then run the bathtub to see if it drains normally.

## 6.11 REFRIGERATOR OUTAGE

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Should the refrigerator lose power, plug it into a different outlet; using an extension cord as needed.

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
Initial Here

# 7. Sign and Accept

## 7.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed