

# 1. Residency and Financials

## 1.1 PARTIES AND OCCUPANTS

This Lease Contract is between the undersigned Resident(s):

<<Tenants (Financially Responsible)>>

and the Landlord:

<<Company Name>>

Resident has agreed to rent the property located at:

<<Unit Address>>

for use as a private residence only.

The property will be occupied exclusively by the Resident(s) listed above. 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.

Resident shall communicate directly with Avenue One, and will not have any contact directly with the Owner unless as instructed otherwise by Avenue One. Resident agrees that email is considered proper notice regarding any issues that Resident and Landlord may need to communicate.

## 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 a month-to-month tenancy on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated. Lease Contract may be renewed for another term if agreed upon by Landlord and Resident.

## 1.3 RENTS AND CHARGES

Resident shall pay <<Monthly Rent>> per month for rent. The first month's rent and/or prorated rent in the amount of <<Prorated Rent>> shall be due prior to lease commencement. All rent payments must be made on-line through the Avenue One Tenant Portal.

Every month thereafter, Resident must pay 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 day 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. In the event that rent is not paid on time, Resident will be considered delinquent and all remedies under this Lease Contract will be authorized.

Landlord may issue a 14 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 14 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.

After initial term, Landlord 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 the property is <<Security Deposit Charges>>, due on or before the date this lease contract is signed. Landlord 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 Resident's performance of this lease contract including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, utilities, and returned check fees. Resident agrees to receive the settlement statement indicating all charges and credits via email. Security deposit will be held at Chase Bank, Queen Anne branch.

Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit towards "last month's rent", Resident must pay rent for the 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 refund, if any, is to be sent. Any refund will be by a single check payable to all current Residents named on the Lease Contract and they shall apportion any refund among themselves. 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 Lease Contract and vacation of the premises, conditioned upon Resident's compliance with this Lease Contract and the following:

- a) Resident shall have complied with all the conditions of this Lease Contract.
- b) Landlord will hire a professional cleaning agency to do general cleaning and carpet steam cleaning and those costs will be deducted from Resident's 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, furnace filters, key pad batteries, water/ice dispenser filters in working condition and the proper item for the fixture in place, 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 property during the term of this Lease Contract, 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 it will remain in the Owner's name. 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 Resident's security deposit refund.

## 1.6 INSURANCE

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Landlord does not maintain insurance to cover Resident's personal belongings or personal injury. Resident assumes all liability for personal injury, property damage or loss, and insurable risk. Landlord requires that Resident obtain renters insurance for losses to personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, Resident is required to obtain 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, 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's 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 Lease Contract, 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. Resident acknowledges 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 nor a warranty that there will be no criminal acts or that a Resident will be free from the violent tendencies of third parties. Resident has been informed and understands and agrees that personal safety and security are Resident's own personal responsibility. 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.

All Resident's obligations pursuant to this Lease Contract 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.

Resident agrees to add Avenue One as an additional insured on their policy.

## 1.7 KEYS AND LOCKS

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Resident will be provided one full set of keys for each occupant 18 years or older.

All deadbolt lock, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order at lease commencement.

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

All keys must be returned when Resident vacates the unit. Resident will be charged for the cost of new locks, keys and garage door opener if not returned.

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

## 1.8 APPLICATIONS & SCREENING

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Resident warrants that they have never been convicted of nor 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 Lease Contract and grounds for immediate termination of this agreement pursuant to RCW 59.12.030 (5). Resident warrants the accuracy of all information contained on 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 the Lease Contract 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 and shared home care are not allowed. Resident shall not assign this Lease Contract, 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, or removal of one roommate from the current lease, while the property will remain occupied by the other current Residents, Landlord will charge a \$250 fee for administrative work, not limited to screening said roommate when a new occupant is being added and revising the lease agreement with an occupancy change addendum. In the event that Resident contemplates a change in occupants or marital status during the term of this Lease Contract, no such change shall modify this agreement unless Landlord consents thereto and prepares a revised Lease Contract addendum, which shall be signed by all Residents. Security deposit will not be refunded until the home is completely vacated, no security deposit is refunded during a roommate change. Once home has been vacated, security deposit will be refunded to the current Residents 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. The Landlord must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

If property is 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.

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

X \_\_\_\_\_  
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## 2. Resident Obligations

### 2.1 RESIDENT OBLIGATIONS

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

#### **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) 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) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the property and shall provide Landlord proof of such insurance upon request.

- 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 notify and deliver to Landlord any legal notice received from any person or governmental agency that relates to the property.
- f) 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. Resident agrees 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 at the property or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the premises.
- g) Resident agrees that no smoking of any kind is allowed on the premises by any Resident or guest or invitee of Resident at any time, including but not limited to tobacco, marijuana and vaping products. Resident and guests must smoke at least 25 feet from premises. Resident may not grow marijuana on the premises. Burning of candles (including electric candles), incense, or burning of any other product is prohibited in the Premises. Resident understands and agrees that any damage caused by or related to cigarette/pipe/cigar/marijuana smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident, 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 flooring.
- h) Not to paint or make any repairs, alterations, additions or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable T.V. jacks, satellite dishes, 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 advised to use small picture hooks for hanging art. Repair to damage caused by the use of adhesives, screws or excessive use of tacks, nails or other hardware may be charged to the Resident.
- i) 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 or 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. Repair will be at Resident's expense for 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.
- 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) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. Resident will assume all costs of extermination and fumigation for infestation caused by Resident. This includes, but is not limited to, bed bugs, odorous ants, cockroaches, and fleas. Resident agrees not to store any hazardous material including, but not limited to, asbestos, petroleum and petroleum byproducts, old batteries, or fireworks on the property or premises.
- l) Resident agrees to not store or use fireworks within the premises or on the property.
- m) 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.
- n) 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 Landlord. Additionally, no bikes are allowed within the unit.
- o) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the premises.
- p) Resident agrees to not use portable space heaters unless as a temporary solution when no other heat source is available in the unit. Space heaters should not be used as a long term heating solution due to electrical costs and safety concerns.
- q) Resident may not enter or use the attic, crawl space, or roof of property under any circumstance.
- r) 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 flammable materials or dyeing of clothes in washing machines is permitted.
- s) 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.
- t) Resident agrees to turn off gas fireplace when not home or when sleeping and not to place anything inside a gas or electric fireplace. Resident agrees to fully extinguish wood burning in fireplaces when not home or when sleeping.

u) Resident, family and guests shall have due regard for the peace and enjoyment of other residents on the premises and property. 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.

v) Landlord will perform periodic exterior inspections, without alerting the Resident in advance. Landlord may not provide advance notice of a vendor visiting the property to provide an estimate, complete yard work, or a repair. Resident is not required to be present or provide access for these services. In addition, Landlord will perform annual interior inspections, providing Resident with the proper notice required by law, 48 hours.

w) Except in cases of emergency where no notice is required, to permit Landlord, their agents, vendors, or HOA representatives to enter the premises at reasonable times after notice as provided in the Residential Landlord Tenant Act and to permit Landlord to show the premises to prospective residents with 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 a \$100.00 charge as a fine for each said denial of entry.

x) To permit Landlord to display "For Rent" or "For Sale" signs once notice to vacate has been issued by either party.

y) 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 and the like during tenancy Resident must remit payment within 10 days of receiving the billing.

z) 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.

## 2.2 RESIDENT SAFETY AND PROPERTY LOSS

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

Resident is responsible for all damage caused to 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 of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

### **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 Lease Contract shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent through the day Resident vacates the premises.

### **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.

### **Safety and Crime Free**

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. Resident should then contact Avenue One. Unless otherwise provided by law, Landlord is not liable to Resident 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.

## 2.3 PARKING

Resident will park on the property at their own risk. Landlord may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Landlord 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 exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patios, and fire lanes.

## 2.4 PETS

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Except for service animals or emotional support 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, unless indicated specifically in a Pet Addendum. Resident must provide written proof for service animals or emotional support animals as defined in law.

## 2.5 CONDITION OF PREMISES

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Resident accepts the premises, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. Landlord disclaims all implied warranties.

Resident will inspect the premises with the leasing agent at lease commencement and will acknowledge its condition on the Move in 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 Lease Contract 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 Move in Condition Report, except for wear resulting from ordinary use of the premises. The Move in Condition Report will be used to determine the refund of deposit at the end of this tenancy.

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

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# 3. General Clauses

## 3.1 NOTICE TO VACATE

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Resident will give a written notice with intention to vacate 20 (twenty) days prior to the desired vacancy date once contracted lease term has been completed. In such notice, Resident will include a forwarding address.

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

### Holdover

Resident or any occupant, invitee or guest must not holdover beyond the date contained of the move out notice to vacate or beyond a different move-out date agreed to by the parties in writing. If a holdover occurs, then Landlord 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.

## 3.2 EARLY TERMINATION

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If Resident vacates the premises prior to the expiration hereof or without notice as required, 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 are 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 circumstance.

## 3.3 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 Lease Contract, rent shall be prorated until such time as Landlord tenders possession. In all other respects this Lease Contract 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 Lease Contract by giving written notice to Landlord, and any monies paid by Resident to Landlord shall be refunded to Resident.

## 3.4 CONTRACT TERMINATION AND DISPUTE

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This Lease Contract may only be amended, waived, or terminated by Landlord's representatives in writing. Any oral promises, representations or agreements by representatives shall not be considered legally binding. No action or omission of representative will be

considered a waiver of any subsequent violation, default, or time or place of performance. Landlord's not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstance.

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

### **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 Lease Contract, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred. This Lease Contract 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 Lease Contract shall be in the District or Superior Court with jurisdiction over the area in which the premises are located.

### **Severability**

If any clause or provision of this Lease Contract 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 Lease Contract 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.

## **3.5 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 Lease Contract 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 Lease Contract 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, will notify the Resident in the event Landlord 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 his/her rights. Resident agrees to indemnify and hold Landlord harmless for any damages or inconvenience that may result from a lender foreclosure.

## **3.6 SUPPLEMENTAL LEASE DOCUMENTS**

Resident agrees to review the following supplemental lease documents by visiting the Avenue One website [www.avenueoneresidential.com/residentforms/](http://www.avenueoneresidential.com/residentforms/): Mold Pamphlet, Seattle Landlord Tenant Laws, Lead Paint Pamphlet, Law of Agency, Voter Registration and Fair Housing Notice.

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

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# **4. Maintenance Instructions**

## **4.1 HOURS OF OPERATION**

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

## **4.2 TROUBLESHOOTING TIPS**

Before submitting a maintenance request through the Avenue One Tenant Portal, (<https://avenueone.appfolio.com/connect>), Resident agrees to review Troubleshooting Tips located in Tenant Portal and/or on the Avenue One Residential website, [www.avenueoneresidential.com](http://www.avenueoneresidential.com).

### 4.3 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 Avenue One Tenant portal: <https://avenueone.appfolio.com/connect>

Ensure all needed repairs are included in one service request along with specific details and/or 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 a portion or the entire cost of the repair.

### 4.4 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.

### 4.5 MAINTENANCE PERSONNEL

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Maintenance repair personnel are independent contractors of Landlord; consequently, Landlord cannot control their work hours. Standard work hours are Monday to Friday from 9:00 am to 5:00 pm. Contractors do NOT work weekends nor holidays.

### 4.6 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
- c) NO WATER
- d) NO HEAT

Should the four aforementioned items occur OUTSIDE of normal office hours, please call (206) 890-5977 and follow the recorded directions.

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

### 4.7 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) Pest infestation
- e) Garbage disposal not working
- f) Air Conditioning outage or not working properly

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

g) 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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#### 4.8 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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#### 4.9 MAINTENANCE REPAIR COST

If Landlord's vendor reports that repair need was caused by Resident's negligence or misuse, the entire repair cost will be charged back to Resident. Additional costs due to repairs going unreported, may be charged to Resident.

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

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#### 4.10 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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#### 4.11 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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#### 4.12 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 through the Resident portal.

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#### 4.13 ODOR

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 charged 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.

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#### 4.14 YARD MAINTENANCE

Resident is responsible for keeping the yard and grounds maintained on a regular basis, 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 may be fined \$200.00 per occurrence for noncompliance, payment must be paid to Landlord within 10 days of being billed. 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 must clean up dog droppings in yard immediately.

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#### 4.15 RUNNING TOILET

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 charged back to Resident.

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#### 4.16 TOILET - WHAT NOT TO FLUSH

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.

#### 4.17 DRAINS

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 and avoid pouring grease or oil down drains.

#### 4.18 FILTERS

When applicable, 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.

#### 4.19 DISCRETIONARY REPAIRS

The following, if provided, may or may not be repaired at the discretion of the Landlord, including but not limited to: irrigation systems, refrigerator water lines, ice makers, jetted tubs, water features, portable AC units, lawnmowers and security systems.

#### 4.20 WINTERIZATION

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 and keeping heat at a temperature to prevent freezing pipes.

#### 4.21 FRONT LOADING WASHERS

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.

#### 4.22 GARBAGE DISPOSAL

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.

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

X \_\_\_\_\_  
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## 5. Lead-Based Paint Addendum

### 5.1 LEAD-BASED PAINT ADDENDUM

#### Lead Warning Statement

Housing built before 1978 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. Before renting pre-1978 housing, Owners/agents must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Resident must also receive a federally approved pamphlet on lead poisoning prevention.

#### Owner's Disclosure

(A) The presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing as follows:
- (ii)  Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Owner/agent are (check (i) or (ii) below):

- (i) \_\_\_\_\_ Owner has provided the Resident with all available records and reports pertaining to lead-based paint or
- (ii)  Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Resident has received the pamphlet Protect Your Family from Lead in Your Home by going to [www.avenueoneresidential.com/residentforms/](http://www.avenueoneresidential.com/residentforms/).

Agent has informed the Owner/agent of the Owner's/agent's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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

X \_\_\_\_\_  
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## 6. Mold Prevention

### 6.1 MOLD PREVENTION

To minimize the occurrence and growth of mold in the leased premises, Resident hereby agrees to the following:

#### 1. Moisture Accumulation

Resident shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels.

#### 2. Property Cleanliness

Resident shall clean and dust the leased premises regularly, and shall keep the leased premises, particularly kitchen and bath, clean.

#### 3. Notification To Landlord

Resident shall promptly notify Landlord in writing of the presence of the following:

- A water leak, excessive moisture, or standing water inside the leased premises.
- A water leak, excessive moisture, or standing water in any community common area.
- Mold growth in or on the leased premises that persists after Resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

#### 4. Liability

Resident shall be liable to Owner for damages sustained to the leased premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this Addendum.

#### 5. Violation Of Addendum

Violation of the Addendum shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Resident by law or in equity.

### ACKNOWLEDGMENT

In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This Mold Addendum is incorporated into the Lease Contract.

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

X \_\_\_\_\_  
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## 7. Smoke and Carbon Monoxide Detectors

### 7.1 SMOKE AND CARBON MONOXIDE DETECTORS

#### SMOKE DETECTION DEVICES:

The described smoke detection device(s) are: Battery operated, hard wired, or both.

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the Resident's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. A fine of not more than \$200.00 is imposed for failure to comply with these provisions of RCW 43.44.110(4). Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of Resident's failure to maintain the unit, this may result in potential lawsuits and/or liability (see WAC 212-10-050). Resident also agrees to test the smoke detector for proper operation once per month and report any malfunctions to the Landlord in writing.

The dwelling unit located in the State of Washington has been equipped with a smoke detection device(s) as required by RCW 43.44.110(4) in every bedroom, and may be provided in additional rooms.

**CARBON MONOXIDE DETECTION DEVICES:**

The described carbon monoxide detection device(s) are: Battery operated or plug-in.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. It is the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices.

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is the Resident's responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Resident's failure to maintain the unit, this may result in potential lawsuits and/or liability (WAC 212-10-050). Resident also agrees to test the carbon monoxide detector for proper operation once a month and report any malfunctions to the Landlord in writing.

By initialing below, you acknowledge and agree to the terms in Section 7.

X \_\_\_\_\_  
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## 8. Sign and Accept

### 8.1 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 Contract and Addenda.

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

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

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

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