

# RESIDENTIAL RENTAL CONTRACT

(Subject To An Option To Purchase)

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as OWNER/AGENT and \_\_\_\_\_, hereinafter referred to as RESIDENT, for the rental of the property commonly referred to as \_\_\_\_\_, and legally described as:

Resident agrees to pay monthly rental of \_\_\_\_\_ (\$ \_\_\_\_\_). The term of this lease shall be \_\_\_\_\_ months, commencing on the 1st of \_\_\_\_\_, 19\_\_\_\_, and ending on the \_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_ subject to an Option To Purchase. Rent and all notices to OWNER/AGENT shall be given at this address: \_\_\_\_\_. The damage deposit shall be \$ \_\_\_\_\_, and the cleaning deposit shall be \$ \_\_\_\_\_.

Occupancy is granted to \_\_\_\_\_ and no more than \_\_\_\_ other adult(s) and no more than \_\_\_\_ children.

1. Owner/Agent does hereby rent and transfer to said resident the residence legally described above and hereinafter referred to as the "premises;" to be occupied as a private dwelling and for no other purpose, solely by the persons above mentioned.
2. Resident agrees to pay the amount stipulated above as monthly rent computed on a 30-day monthly basis each and every month on or before the 1st day of each month, and every month during the term of this lease. A late fee of \$ \_\_\_\_\_ shall be charged if the full monthly rent payment is not received by Owner/Agent by the \_\_\_\_ of the month.
3. Resident has examined the described premises, accepts them in their present condition, said condition being indicated on the attached Condition Checklist and incorporated by this reference, and covenants to keep said premises at all times in as good order and condition as the same are now, ordinary wear and tear excepted.
4. Resident agrees:
  - a. Not to make any alterations or improvements to said premises, nor to do any painting or decorating, nor to construct any fence or wall, nor change landscaping, plant any hedge, or remove locks without first obtaining the written consent of the owner/agent.

b. Upon the expiration of this lease to surrender to owner/agent without notice or demand, peaceable possession of said premises, and to deliver the owner/agent all keys to said premises.

c. Owner/agent shall pay for the following utilities: NONE. Resident shall pay for the following utilities: ALL UTILITIES. Resident shall pay for any and all deposits demanded by utility companies. The expense of removing packing boxes, crates and all garbage in excess of ordinary household garbage shall also be paid by the resident. Resident shall not permit a nuisance or common waste. RCW 59.18.

d. A security, cleaning and damage deposit of the amount shown above shall be made by resident upon execution of this lease, said deposit to be held by owner/agent until expiration of this lease. The term "security" shall mean and cover, but not be limited to any and all rent due after vacation of the premises, utilities owed by resident, to defray any unpaid bills incurred by resident against said premises other than normal wear and tear as provided in this lease, lost keys, unpaid late charges, and NSF charges, or any other costs as provided in any of the provisions of this lease, specifically, but not limited to 4(a). of this lease. ANY INTEREST OR DIVIDEND WHICH MAY BE EARNED OR RECEIVED ON ANY DEPOSITS MADE BY THE RESIDENT OR ON ANY PREPAID RENT SHALL BE THE PROPERTY OF THE OWNER/AGENT AS ADDITIONAL RENT. Upon vacation of the premises resident shall restore the premises to their original condition except for reasonable wear and tear. RCW 59.18. The owner/agent will refund said deposit within 14 days of vacation of premises and return of all keys. If all or any portion of said deposit is retained by owner/agent, he will provide to resident an itemized statement of the costs.

e. If resident shall hold over after the expiration of the term of this lease or of any renewal or extension thereof, such holding over, notwithstanding any consent of the owner/agent, shall be upon a month to month basis only, and may be terminated with the resident giving a written notice of 20 days preceding the end of any month or period to the owner/agent before vacating the premises. This shall mean that owner/agent must actually RECEIVE the notice 20 days preceding the end of the month. During such holding over, resident shall pay the owner/agent the same rate of rental as is provided herein, unless proper 30-day notice of the rental increase has been made to resident.

5. The resident shall not unreasonably withhold consent to the owner/agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, residents, workman, or subcontractors. The owner/agent may enter the dwelling unit without consent of the resident in case of emergency or abandonment.
6. Resident shall not assign this contract or any interest therein, nor sub-let said premises or any part thereof. The owner/agent reserves the right to assign his interest in this lease and any sums received hereunder, on sale or release of the property covered under this lease.
7. Owner/agent shall not be liable in any manner for or on account of any loss or damage to personal property of the resident which may be sustained by fire or water, or for loss of any articles by burglary, theft, or any other cause from said premises. Owner/agent strongly urges resident to obtain insurance on personal property. Resident is not covered by owner/agent insurance for any loss. And resident covenants to keep owner/agent harmless for all claims, demands, causes of action, judgments, attorney's fees, costs and expenses arising from or connected with residents' use or occupancy of said premises

while it is in residents' care, custody, control and not directly due to owner/agent's intentional neglect.

8. It is the responsibility of the resident to inform in writing the owner/agent of any needed repair other than those listed in this contract as the resident's responsibility (see item 16). Repairs will be made at the discretion of the owner/agent and if a repair is determined to be the responsibility of the resident, resident agrees to pay for such repair. Before exercising any of the remedies in accordance with the Landlord-Tenant Law, RCW 59.18, resident must be current in his rent.
9. If any rent shall be due and unpaid, or if default shall be made in any of the covenants of this lease, or should the resident fail to pay any of the obligations in this lease, the owner/agent or his attorney shall give the resident proper written notice, commence with lawful eviction and have all persons and property removed therefrom as provided in the Landlord-Tenant Act (RCW 59.18). If the resident abandons any personal property, owner/agent shall remove same at resident's expense. The rent reserved in this contract shall be due and payable in all events, whether or not the resident is evicted as herein provided, or whether or not the resident remains to the end of the term.
10. The resident shall not permit any act or thing deemed extra-hazardous by owner/agent on account of fire or that which will increase the rate of insurance on said premises. In case the premises shall be damaged by fire, rain, wind, or other cause beyond the control of the owner/agent, then the premises shall be repaired within a reasonable time at the expense of the owner/agent, unless the same shall occur for any reason for which the resident is responsible. In case the damage be so extensive as to render the premises unfit for human habitation, the rent shall cease until such time as the premises shall be put completely in repair. In case of total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction, and from thence forth this lease shall cease and come to an end. In the event that damage is caused by an act of resident, or someone on the premises by reason of the resident's permission or consent, there shall be no reduction of rent and resident shall be liable and pay all costs or repairs.
11. Waiver of any default, or of the breach of any of the covenants, conditions, or rules herein shall not constitute a waiver of any subsequent default or of any subsequent breach of the same, or of any other covenant, condition or rule herein.
12. If by reason of any default on the part of the resident it becomes necessary for the owner/agent to employ an attorney in case owner/agent shall bring suit to recover any rent due hereunder, or for breach of any provision of this lease, or to recover possession of the premises, or if resident shall bring any action for any relief against owner/agent, declaratory or otherwise, arising out of this lease and owner/agent shall prevail in such action, then and in any of such events resident shall pay owner/agent a reasonable attorney's fee and all costs and expenses expended or incurred by owner/agent as provided by law. Any such action may be commenced and maintained in Clallam County, Washington, regardless of resident's residence or place of business.
13. The provisions of this lease shall apply to and bind the executors, administrator and successors of the respective parties hereto.
14. This instrument embodies the whole lease between the parties hereto, and no representation or agreement has been made by either of such parties that is not embodied herein. The parties have executed herewith

