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Residential Lease Agreement

State of Washington

Homes this form does not cover

This form was not written for manufactured or mobile homes, condominiums or co-ops, or subsidized housing.

Key terms

Home: _____

Landlord: _____

Tenant: _____

Term: From _____ to _____, or month to month

Rent: $_____ a month, due on the _____ day

Security deposit: $_____

Late fee: See Late fee below

Utilities Tenant pays: _____

1. Who this lease is between

This lease is between _____ ("Landlord") and _____ ("Tenant"). If more than one person signs as Tenant, "Tenant" means each of them.

Tenant's phone: _____.

2. Owner, manager and legal papers

Landlord's mailing address is _____.

Landlord's phone number is _____.

Landlord's email is _____.

Who owns the home (tick one):

☐ Landlord signs this lease as property manager or agent for the owner: _____, _____.

☐ Landlord owns the home.

The person who accepts notices and legal papers for Landlord is _____, at

_____. Landlord will tell Tenant in writing if any of these details change.

3. Emergency and repairs contact

In an emergency, call 911 first if anyone is in danger. The emergency contact for an urgent problem with the home, such as a burst pipe or no heat in cold weather, is _____, at any hour.

Send repair requests to _____.

4. Who lives in the home

The people who sign as Tenant and these other people may live in the home: _____. No more than _____ people may live in the home.

A child born to, adopted by or placed with Tenant during this lease may live in the home. Tenant will tell Landlord so this list stays correct.

5. The home

Landlord rents to Tenant the home at _____, in Washington (the "Home"). Tenant may also use any shared areas of the property that are meant for tenants, such as hallways, laundry rooms and yards, subject to the rules in this lease.

6. How long this lease lasts

Length of this lease (tick one):

☐ This lease starts on _____ and ends on _____.

☐ This lease starts on _____ and continues month to month until one side ends it as this lease describes.

If the Home is not ready for Tenant on the start date, Tenant owes no rent until it is. If it is still not ready 7 days after the start date, Tenant may cancel this lease in writing and get back everything Tenant has paid. Tenant keeps any other right the law gives in this situation.

7. Rent

Rent is $_____ a month, due in advance on the _____ day of each month. Tenant does not need a reminder to pay it.

If the due day is a Saturday, Sunday or legal holiday, rent received on the next business day is on time.

Pay rent to _____ at _____.

8. How to pay

Tenant may pay rent by:_____.

Paying online (tick one):

☐ Rent cannot be paid online.

☐ Tenant may pay rent online with no fee.

☐ Tenant may pay rent online. Paying online is optional, and the fee of_____ applies only to a payment Tenant chooses to make that way. It is not part of the rent.

This lease does not require Tenant to pay rent by electronic means only.

Landlord will accept a personal check, cashier's check or money order for rent, except that Landlord does not

have to accept a personal check from a Tenant who has had a personal check to Landlord returned for nonsufficient funds or account closure within the previous nine months. Tenant may send rent by mail, unless Landlord provides an accessible, on-site location where Tenant can pay.

9. First month's rent

If this lease starts after the first day of a month, the first payment covers only the days from the start date to the end of that month: $_____. If no amount is written here, the full rent is due from the start.

10. Late fee

If rent is not received within _____ days after the due date, Tenant owes a late fee of _____. The fee is charged once for each late payment and is never added to another late fee. No late fee is owed on rent Tenant lawfully withholds. If no amount is written here, no late fee is charged.

Whatever number of days is written above, Landlord will not charge a late fee on rent that is paid within five days following its due date. If rent is more than five days past due, Landlord may charge the late fee stated above, counting from the first day after the due date.

11. Returned payments

If a check or other payment is returned unpaid, Tenant owes a returned-payment fee of $_____, and still owes the payment itself. If no amount is written here, no returned-payment fee is charged.

A returned-payment fee is not rent. Landlord will not make Tenant's right to live in the Home depend on paying it, except as RCW 59.18.410 provides. Landlord may still use other lawful ways to collect it.

12. Partial payments

Partial payments (tick one):

☐ Landlord does not have to accept less than the full amount due. There is no charge for offering a partial payment.

☐ Landlord accepts partial payments, with no extra charge. Tenant still owes the rest by the due date.

A payment goes first to the oldest rent owed, then to other amounts owed. Accepting a partial payment does not cancel what is still owed, and does not give up any right unless Landlord agrees in writing or the law says otherwise.

13. Other fees

Any other fee is listed here, with what it is for. If nothing is written here, this lease requires no other fee.

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

Fee: _____ Amount: $_____ ☐ each month ☐ one time, refundable ☐ one time, not refundable
It is for: _____

A one-time fee is nonrefundable only if it is marked above as not refundable. A nonrefundable fee is never called a deposit or made part of the deposit. A one-time fee that is not clearly marked nonrefundable is treated as a refundable deposit.

14. What is due at move-in

Due before Tenant moves in. If no amount is written on a line, nothing is due for it.

First month's rent: $_____

Security deposit: $_____

Pet deposit: $_____

Key deposit: $_____

Last month's rent paid up front: $_____

Other: $_____

Total due at move-in: $_____

15. Security deposit

Tenant pays a security deposit of $_____. It remains Tenant's money, held against what Tenant may owe at the end of this lease. It is not rent, and Tenant may not use it as the last month's rent unless Landlord agrees in writing.

Landlord may keep part or all of the deposit to pay unpaid rent and other amounts Tenant owes under this lease, and to pay for damage to the Home, its fixtures, equipment, appliances and furnishings for which Tenant is responsible, beyond wear resulting from ordinary use.

Landlord will not keep any part of the deposit for wear resulting from ordinary use of the Home; for carpet cleaning, unless Landlord documents wear to the carpet that is beyond wear resulting from ordinary use; for repairing or replacing fixtures, equipment, appliances or furnishings whose condition was not reasonably documented in the signed Move-in Condition Record; or for more than the cost of repairing or replacing the damaged portion, where an item is damaged but not in its entirety.

Tenant gets back the rest. To speed that up, Tenant should give Landlord a forwarding address in writing when moving out. Any other deposit this lease lists is handled the same way. Where the law limits deposits, it may count toward that limit.

Within 30 days after this lease ends and Tenant has moved out, or within 30 days after Landlord learns that Tenant abandoned the Home, Landlord will give Tenant a full and specific written statement of why any part of the deposit is kept, together with any refund due. Landlord may deliver these to Tenant in person, or mail them first class, postage prepaid, to Tenant's last known address within the 30 days.

With the statement, Landlord will include copies of the estimates received or invoices paid that reasonably show the cost of the damage. If Landlord or Landlord's employee does a repair and takes a charge for materials or supplies, Landlord will include a bill, invoice, receipt or other vendor document for them, and will state the time spent on the repair and the reasonable hourly rate charged.

16. Where the deposit is held

Landlord will promptly place the deposit in a trust account kept for tenants' deposits, in a financial institution or with a licensed escrow agent located in Washington. The deposit is held at

_____, _____.

Landlord will give Tenant a written receipt for the deposit, and written notice of the name, address and location of the depository and of any later change. If Landlord's interest in the Home is transferred during the tenancy, the deposit will be transferred at the same time to an equivalent trust account of the new landlord, who will promptly tell Tenant the name, address and location of the new depository.

17. Rent increases

During a fixed term, rent stays the same unless both sides agree in writing.

Landlord may raise the rent only by giving Tenant at least 90 days' written notice, and no increase takes effect before the end of the term of this lease. If the rent depends on Tenant's income or the circumstances of a subsidized household, the notice is at least 30 days, and the increase may take effect when the term ends or sooner if both sides agree.

Landlord will not raise the rent during the first 12 months of the tenancy, or in any 12-month period by more than seven percent plus the consumer price index or 10 percent, whichever is less, unless an exemption in RCW 59.18.710 applies. If Landlord claims an exemption, the notice will state the facts that support it.

18. Using the home

The Home is Tenant's private home. Quiet work from home that brings no customers, signs or extra traffic is fine. Any other business use needs Landlord's written agreement.

19. Guests

Guests are welcome. A guest who stays more than _____ days in a row becomes someone who lives in the Home, and needs Landlord's written agreement first, which will not be unreasonably refused. Tenant is responsible for how guests behave and for any damage they cause.

20. Subletting and transfer

Tenant may not sublet the Home or transfer this lease without Landlord's written agreement. Landlord will consider each request fairly and answer in writing within a reasonable time.

21. Short-term rentals

Tenant may not rent out the Home or any room for short stays, through a listing site or otherwise, without Landlord's written agreement.

22. Everyone is responsible together

Each person who signs as Tenant is responsible for all of what this lease requires, including the whole rent, and not only a share. Landlord may ask any one of them, or all of them, for what is owed. This does not take away any right the law gives a person to leave a lease early, or to be released from it.

23. Pets

Pets (tick one):

☐ No pets may live in or visit the Home without Landlord's written agreement.

☐ These pets may live in the Home: _____. Tenant will keep them under control, clean up after them and pay for any damage they cause beyond normal wear and tear.

If pets are allowed: the pet deposit is $_____ and pet rent is $_____ a month. If no amount is written here, none is charged. A pet deposit is handled like the security deposit. Where the law limits deposits, it may count toward that limit.

24. Assistance animals

An assistance animal for a person with a disability is not a pet. The pet rules, pet deposits and pet rent do not apply to it, though Tenant may be responsible for damage it causes, as the law provides. Landlord will consider requests as fair-housing law requires.

25. Smoking and vaping

Smoking and vaping (tick one):

☐ No one may smoke or vape anything inside the Home, on its balconies or patios, or in shared indoor areas.

☐ Smoking and vaping are allowed inside the Home. They are not allowed in shared indoor areas. Tenant pays for any damage beyond normal wear and tear, including burns and lasting odor.

26. Parking and vehicles

Parking (tick one):

☐ No parking comes with this lease.

☐ This parking comes with the Home: _____. Vehicles parked there must be in working order and legally registered. A vehicle may be towed only as the law allows.

27. Storage

☐ This storage comes with the Home: _____. Tenant may not keep anything dangerous there.

28. Keys and locks

At move-in Tenant receives:_____. Tenant returns all keys at move-out.

Tenant will not change or add a lock without Landlord's written agreement, unless the law gives Tenant the right to, and will give Landlord a key to any new lock unless the law says otherwise.

If Tenant loses a key, or asks to be let in, the charge for that help is_____. If no amount is written here, there is no charge.

Except through the eviction process the law provides, Landlord will not lock Tenant out, remove doors or belongings, or shut off a utility to make Tenant leave or pay.

29. House rules

Tenant will follow any written rules Landlord has given Tenant. A rule must be fair, clear and apply to all tenants alike. A later rule that materially changes this lease needs Tenant's written agreement, unless the law allows it on notice.

Community rules (tick one):

☐ No homeowners association or community rules apply to the Home.

☐ Homeowners association or community rules apply to the Home. Landlord has given Tenant a copy, and Tenant will follow them.

30. Changes to the Home

Tenant needs Landlord's written agreement before painting, or making any lasting change to the Home. Small nail holes for pictures are normal wear and tear. A Tenant with a disability may ask to make a change the

person needs, as fair-housing law allows.

31. Respect for neighbors

Tenant, Tenant's household and guests will not disturb neighbors' peaceful enjoyment of their homes, make the property unsafe or use the property for anything illegal.

32. Move-in condition record

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the attached Move-in Condition Record, a move-in checklist of the condition of the Home and everything Landlord provides in it.

☐ Before Tenant moves in, Landlord and Tenant will do a move-in inspection and sign the inspection report, a move-in checklist of the condition of the Home and everything Landlord provides in it. The signed report is part of this lease.

Each keeps a copy. Tenant may add anything found in the first 7 days by writing to Landlord. The record is used at move-out to tell damage from what was already there.

33. What Landlord takes care of

Landlord will keep the Home fit to live in, as the law requires: its structure, roof, doors and windows; its plumbing, electricity, heating and hot water; anything else Landlord provides in it; and any shared areas.

Tenant does not pay for repairs that are Landlord's duty, unless Tenant, someone in Tenant's household or a guest caused the problem through a deliberate or careless act, and the law allows the charge.

34. What Tenant takes care of

Tenant will keep the Home clean and safe, put out trash and recycling, use its fixtures and appliances properly, and promptly report anything that needs repair. Tenant pays to fix damage beyond normal wear and tear caused by Tenant, Tenant's household or guests.

35. How to ask for a repair

Tenant should ask for repairs in writing, by message or email, to the contact named above, and by phone in an emergency. Landlord will respond within a reasonable time, and sooner when health or safety is at stake. Nothing here takes away a right the law gives Tenant if a repair is not made.

36. Reporting a problem to the authorities

Tenant may report a nuisance, or code violations of a building, safety or health code, to the local government office that handles them, or to the police if it is a crime.

Landlord will not retaliate against Tenant for making a report in good faith.

37. Smoke and carbon monoxide alarms

The Home has working smoke alarms and, where the law requires them, carbon monoxide alarms. Tenant will test them regularly, leave them connected and tell Landlord at once if one is not working.

38. Appliances and furnishings

These come with the Home: _____. Landlord repairs them unless Tenant, Tenant's household or a guest caused the damage.

39. Pests and bed bugs

Tenant will keep the Home clean, tell Landlord promptly about any sign of pests or bed bugs, and cooperate with treatment. Landlord will deal with pests as the law requires, and Tenant pays only where Tenant's household or guests caused the problem and the law allows the charge.

40. Mold and moisture

Tenant will use fans and open windows to control moisture, wipe up water promptly and tell Landlord promptly about any leak or mold. Landlord will fix leaks and the moisture problems that are Landlord's duty.

41. Utilities and services

Tenant pays for these utilities:_____. Landlord pays for these utilities: _____.

These services come with the rent: _____.

Tenant will open any account in Tenant's own name that Tenant is responsible for, and keep it paid, so that service is not cut off.

42. Yard and snow

Yard and snow, for a house (tick one):

☐ Tenant takes care of the yard and clears snow and ice from the Home's walkways.

☐ Landlord takes care of the yard and clears snow and ice from the Home's walkways.

43. Renters insurance

Renters insurance (tick one):

☐ This lease does not require renters insurance, and Landlord recommends it. Landlord's insurance does not cover Tenant's belongings.

☐ Tenant will carry renters insurance with at least $_____ of liability coverage and show proof when asked. Landlord's insurance does not cover Tenant's belongings.

44. Belongings and responsibility for harm

Landlord does not insure Tenant's belongings. Nothing in this lease excuses either side from responsibility for its own negligent or wrongful acts.

Nothing in this lease limits or excuses any liability of Landlord that arises under law, and Tenant does not agree to indemnify Landlord for that liability or for the costs connected with it.

45. Fire or other serious damage

If fire, flood or something else that Tenant did not cause makes the Home unsafe to live in, Tenant owes no rent for the time it cannot be lived in, and either side may end this lease by written notice, unless the law says otherwise. If only part cannot be used, the rent goes down fairly until it is repaired. Landlord will return the deposit as this lease describes.

46. When Landlord may enter

Landlord may enter the Home for the reasons the law allows, such as to inspect it, make repairs or agreed improvements, or show it to buyers, new tenants, lenders or workers, and will not use entry to harass Tenant.

Except in an emergency or if it is impracticable to do so, Landlord will give Tenant at least two days' written notice before entering, and will enter only at reasonable times. The notice will state the exact date and time of entry, or the date or dates of entry and the earliest and latest possible times, and a telephone number where Tenant may object to the entry or ask to reschedule it.

Tenant will not unreasonably refuse consent to Landlord entering at a stated time where Landlord has given at least one day's notice of an intent to show the Home to buyers or tenants. Landlord will not show the Home so often that it unreasonably interferes with Tenant's enjoyment of it.

Landlord may enter without Tenant's consent in an emergency or if the Home is abandoned. Landlord has no other right to enter except by court order, by an arbitrator, or with Tenant's consent.

47. Showing the Home

When the Home is for sale, or this lease is ending, Landlord may show it to buyers or new tenants under the entry rules above, and may put up a sign if the law allows.

48. Giving notice to move out

Tenant may end a month-to-month tenancy by written notice of 20 days or more given to Landlord before the end of any month.

Landlord may not end a tenancy, refuse to continue a tenancy, or end a month-to-month tenancy except for the causes listed in RCW 59.18.650, and with the notice that law requires. Nothing in this lease changes that.

A notice must be in writing and say the date the tenancy ends.

49. Leaving early

☐ Tenant may end this lease early by giving _____ days' written notice and paying _____. Once Tenant has done that and moved out, Tenant owes no more rent after the date in the notice.

If Tenant is behind on rent and, by words or actions, shows no intention to come back, Landlord will make a reasonable effort to rent the Home again once Landlord learns Tenant has left.

If this is a month-to-month tenancy, Tenant owes rent for the 30 days after the earlier of the date Landlord learns Tenant has left and the date the next regular rent payment would have been due. If this lease has a longer term, Tenant owes the lesser of (a) all rent for the rest of the term, or (b) the rent for the time reasonably needed to rent the Home again at a fair rent, plus any difference between that fair rent and this lease's rent, plus Landlord's actual cost of renting it again and any court costs and reasonable attorneys' fees.

50. Military service

A Tenant who joins the military, or who is on active duty and receives orders for a permanent change of station or a deployment of 90 days or more, may end this lease early under the federal Servicemembers Civil Relief Act, by giving Landlord written notice and a copy of the orders. The Act also covers a servicemember's household in some cases. Landlord may not charge an early-termination fee for using this right.

A Tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that Tenant's spouse or dependent, may also end a tenancy for a specified time if the Tenant receives permanent change of station or deployment orders, by giving Landlord at least 20 days' written notice with a copy of the official military orders or a signed letter from the service member's commanding officer confirming one of the situations listed in RCW 59.18.220(2), such as a permanent change of station that requires a move of 35 miles or more from the Home.

In a month-to-month tenancy, such a Tenant may end the tenancy on less than 20 days' written notice if the orders do not allow 20 days' notice.

51. Safety, and other rights to leave early

Whatever this lease says, if Tenant notifies Landlord in writing that Tenant or a household member was a victim of an act that is a crime of domestic violence, sexual assault, unlawful harassment or stalking, and gives Landlord a copy of a valid order for protection, or a written record of the report signed by a qualified third party as RCW 59.18.575 describes, Tenant may end this lease and leave the Home without further obligation under this lease or under chapter 59.18 RCW. Tenant's request to end the lease must be made within 90 days of the reported act, event or circumstance that led to the protection order or the report to a qualified third party.

A Tenant who ends this lease this way owes no rent for any period after the last day of the month in which Tenant leaves, but remains liable for the rent for the month in which Tenant ends it, unless the ending is in accordance with RCW 59.18.200(1). Tenant is entitled to the return of the full deposit, subject to RCW 59.18.020 and 59.18.280. Other tenants who signed this lease, except household members who are victims of sexual assault, stalking, unlawful harassment or domestic violence, are not released from their obligations under this lease or under chapter 59.18 RCW.

52. If either side breaks this lease

If Tenant does not pay rent or breaks another term, Landlord will give Tenant the written notice the law requires, with any chance to fix the problem that the law gives. If it is not fixed, Landlord may go to court to end the tenancy and recover what is owed. Landlord will not remove Tenant or Tenant's belongings by force or by shutting off essential services, and will use only the steps the law allows, including the court process the law provides.

If Landlord breaks this lease or does not keep the Home fit to live in, Tenant has the rights and remedies the law gives. Neither side gives up a right by waiting to use it, unless the law says otherwise.

53. If Tenant leaves without notice, or leaves belongings

Landlord may treat the Home as abandoned, and deal with anything left behind, only as the law allows.

54. Moving out

When moving out, Tenant will remove all belongings, leave the Home clean and in the condition it was in at move-in apart from normal wear and tear, return all keys and give Landlord a forwarding address in writing. Tenant may ask to be present when Landlord inspects the Home, and Landlord will agree if it can reasonably be arranged, or as the law requires.

55. If the Home is sold

If the Home is sold, this lease stays in force. Landlord will tell Tenant in writing who the new owner is and where to pay rent, and will transfer the deposit as the law requires.

56. Attorney fees

☐ Tenant does not agree to pay Landlord's attorneys' fees except where chapter 59.18 RCW authorizes them and a court awards them in a judgment. Either side may recover costs and reasonable attorneys' fees in the cases that chapter allows.

57. How notices are given

A notice under this lease must be in writing and delivered by hand, or sent by mail, to Tenant at the Home and to Landlord at the address for notices above. Email or text counts only if both sides have agreed to it in writing and the law allows it. Legal papers are served as the law requires.

58. The whole agreement

This lease and its attachments are the whole agreement. Changes must be in writing and signed by both sides. If any part conflicts with the law, the law controls, and the rest of this lease still applies. Nothing in this lease takes away a right that the law says cannot be given up.

59. Which law applies

Washington law and any local law that applies to the Home govern this lease.

60. Fair housing

Landlord does not discriminate on any basis the law forbids, including race, color, religion, sex, disability, familial status or national origin. A Tenant with a disability may ask for a reasonable change in rules, services or the Home that the person needs, as fair-housing law provides, by writing to the contact for notices.

61. Signing electronically

Both sides may sign this lease electronically, and an electronic signature counts the same as one on paper. Anyone who would rather sign on paper may ask, and Landlord will arrange it.

62. Copies

Each Tenant receives a signed copy of this lease and its attachments, free of charge, when it is signed. Landlord will give another copy on request, within a reasonable time.

63. Language

If this lease was negotiated mainly in a language other than English, Tenant should ask for a translation, which the law requires in some places, and should ask for help with anything in this lease Tenant does not understand.

64. Lead-Based Paint Disclosure (homes built before 1978)

This section applies if the home was built before 1978, unless the home is exempt under federal law. ☐ The home was built in 1978 or later, so this section does not apply.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from 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, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's disclosure (tick one): ☐ Landlord knows of lead-based paint and/or lead-based paint hazards in the housing, as follows: _____. ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and reports (tick one): ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing:

_____. ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's acknowledgment: Tenant has received copies of all information listed above and the pamphlet Protect Your Family From Lead in Your Home.

Agent's acknowledgment, if an agent acts for Landlord: The agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852d and is aware of the agent's duty to ensure compliance with 40 CFR Part 745, Subpart F.

Certification: By signing this Lease, each person signing certifies that, to the best of their knowledge, the information they have provided above is true and accurate. The dates of signature are those recorded with each signature on this Lease.

65. When the term ends

When the fixed term ends (tick one):

☐ When the term ends, this lease continues month to month on the same terms unless either side has given the notice this lease and Washington law require.

☐ This lease ends on the end date only if this lease is for a specified period of 12 months or more, or follows continuous successive leases of six months or more since the tenancy began, the tenancy has not been month to month at any time, and Landlord gives Tenant at least 60 days' written notice before the end date that the tenancy will be deemed expired. If those conditions are not met, the tenancy becomes month to month on the end date, as RCW 59.18.650 provides.

☐ This lease ends on the end date unless both sides sign a renewal, but only if the conditions in RCW 59.18.650 for ending a fixed term without cause are met: a lease of 12 months or more, or continuous successive leases of six months or more, a tenancy that has never been month to month, and at least 60 days' written notice from Landlord before the end date. If they are not met, the tenancy becomes month to month on the end date.

If this tenancy has ended as this lease and the law allow, and Tenant stays without Landlord's agreement, Landlord may claim damages for each day Tenant stays without agreement, and a court decides the amount, as the law provides. Landlord may use the court process the law allows to regain the Home.

66. Landlord's name, address and agent

The name and address of Landlord are stated in this lease. Landlord will tell Tenant at once in writing of any change, by delivering it to Tenant in person or by mailing it to Tenant and posting it in a conspicuous place on the premises.

Where Landlord lives (tick one):

☐ Landlord lives in Washington.

☐ Landlord does not live in Washington. The person named in this lease for notices and legal papers lives in the county where the Home is, and is authorized to act as Landlord's agent to receive notices and legal papers.

67. Paying deposits and fees in installments

Tenant may ask Landlord in writing to let Tenant pay the deposits, nonrefundable fees and any last month's rent in installments, as Washington law allows. If this lease is for a specified time of three months or longer, Tenant may pay them in three consecutive and equal monthly installments, beginning when the tenancy begins; in all other cases, in two. Landlord will not charge a fee or interest, or impose any other cost, because Tenant pays in

installments. Installments are due when rent is due, and the schedule will be in writing and signed by Landlord and Tenant.

Landlord does not have to agree if the deposits and nonrefundable fees together are no more than 25 percent of the first full month's rent and no last month's rent is required when the tenancy begins.

68. Landlord discloses to Tenant the following

That the property may be located in a special flood hazard area or an area of potential flooding;

That the landlord's insurance does not cover the loss of the tenant's personal possessions, and that the tenant should consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss; and

That information about hazards that may affect the property, including whether the property may be at risk of flooding, is available from the county government in which the property is located.

69. If the Home is in Seattle: Rent increases and term

Landlord will give Tenant at least 180 days' written notice before any increase in the rent or other periodic housing costs takes effect. If the rent is subsidized and based on Tenant's income, Landlord will give at least 30 days' written notice of an increase.

☐ This is a month-to-month tenancy. It does not require Tenant to stay for any minimum term longer than one month, and Landlord will not charge a penalty, a fee or a forfeiture of any part of the deposit because Tenant lawfully ends the tenancy and moves out.

70. If the Home is in Seattle: Offer of a new term

☐ Between 60 and 90 days before this lease's term ends, and before offering the Home to anyone else, Landlord will deliver to Tenant a proposed rental agreement for a new term for the Home on reasonable terms, starting the day after this term ends. Tenant will have 30 days to accept or decline it. Landlord does not have to make the offer if Tenant gave Landlord at least 60 days' written notice of leaving, if Landlord asserts a just cause under Seattle Municipal Code Section 22.205.010 and gives the notice the code requires, if this lease continues month to month after the term, or if Landlord and Tenant signed a new agreement for the Home more than 90 days before the term ends.

71. If the Home is in Seattle: Payments

The rent, deposits, fees, last month's rent, utilities, parking and every other recurring payment Tenant owes under this lease are described in this lease. Landlord will apply each payment to the rent first, except that a payment Tenant makes in response to a pay-or-vacate or similar notice, during that notice, is applied first to the amount in the notice.

Landlord will give Tenant a receipt for any cash payment, and a written receipt for any other payment if Tenant asks. Tenant may pay by cash, check or another way that does not require electronic banking.

A late fee will not be more than $10 for the month. Landlord will charge no other fee for late payment, and no fee for preparing, serving or delivering any notice to Tenant.

72. If the Home is in Seattle: Security deposit and move-in fees

The security deposit and any non-refundable move-in fees together will not be more than the first full month's rent of $_____. Non-refundable move-in fees will not total more than ten percent of the first full month's rent, except that a tenant screening report's actual cost above that, up to the customary cost in Seattle, may be

included. Landlord will charge no other one-time fee at the start of the tenancy except a pet damage deposit and last month's rent where this lease provides for them. If Tenant paid a non-refundable fee for cleaning, Landlord will not deduct more cleaning from the security deposit.

Landlord may keep the security deposit only as this lease and Washington law allow. Before Tenant moves in, Landlord and Tenant will sign and date a written checklist or statement of the condition and cleanliness of the Home and any existing damage, including the walls, floors, countertops, carpets, drapes, furniture and appliances, and Landlord will give Tenant a signed copy. Landlord will not collect a deposit until that is done.

Tenant may pay the security deposit and non-refundable move-in fees, other than any screening report cost paid before the tenancy begins, in installments, with no fee or interest, unless together they total no more than 25 percent of the first full month's rent and no last month's rent is required at the start. For a term of six months or longer, Tenant may pay in six equal monthly installments beginning when the tenancy begins; for a term of 30 days to six months, in up to four equal installments of equal length beginning when the tenancy begins; and for a month-to-month tenancy, in two equal installments, the first at the start and the second on the first day of the second month. Tenant may propose a different schedule, and any schedule Landlord agrees to will be written in this lease. If Tenant does not pay an installment when due, that is a breach of this lease for which Landlord may give a 10-day notice.

Landlord will keep the security deposit in a trust account and will give Tenant a written receipt and notice of the name, address and location of the depository, and of any change.

73. If the Home is in Seattle: Last month's rent paid in advance

If this lease requires Tenant to pay last month's rent in advance, the amount is stated in this lease. Tenant may pay it in installments, with no fee or interest: for a term of six months or longer, in six equal monthly installments beginning when the tenancy begins; for a term of 60 days to six months, in up to four equal installments of equal length; or on a different schedule Tenant proposes and Landlord agrees to, which will be written in this lease.

74. If the Home is in Seattle: Pet damage deposit

☐ Any pet damage deposit will not be more than 25 percent of the first full month's rent, and its amount is stated in this lease (or in an addendum signed if a pet arrives later). Tenant may pay it in three equal monthly installments beginning when the pet first lives in the Home. Landlord will not require a pet damage deposit for an assistance animal, will not keep any part of it for damage a pet did not cause, and will charge no other fee for keeping a pet.

75. If the Home is in Seattle: Parking

☐ The amount of any parking fee is stated in an addendum to this lease or in a separate parking agreement. Tenant may choose not to rent parking, and then does not have to sign an agreement that requires a parking fee.

76. If the Home is in Seattle: Other people living in the Home

The tenants, a tenant's immediate family, an additional resident who is not a member of Tenant's immediate family, and that resident's immediate family may live in the Home, as long as the number of people does not exceed the limit the law sets. Within 30 days after any resident who is not a party to this lease moves in, Tenant will tell Landlord that person's name. Landlord will not set conditions on any such person that go beyond those it sets for Tenant, and will not reduce the number of people allowed in the Home if someone leaves before the tenancy ends. Landlord may require in writing that a resident who is not a member of Tenant's immediate family

become a party to this lease; if that person does not do so within 30 days after receiving the notice, that person will move out within 45 days after receiving it.

77. If the Home is in Seattle: Damage caused by a perpetrator of abuse

Tenant is not responsible for damage to Landlord's property caused by a perpetrator of domestic violence, sexual assault, unlawful harassment or stalking, if Tenant gives Landlord written notice that Tenant, a family or household member, or an intimate partner was a victim and that the perpetrator caused the damage, together with the documentation the Seattle Municipal Code (Section 7.24.030.H) describes.

78. If the Home is in Seattle: The City's information packet and voter registration

When this lease is offered, Landlord gives Tenant the City of Seattle's information packet for renters, its Renter's Handbook. It summarizes the rights and responsibilities of landlords and tenants, and has information on how to register to vote and how to update voter registration, with a voter registration form. Landlord gives the summary again with any renewal, and every year while the tenancy is month to month.

☐ The Renter's Handbook is attached to this lease.

79. If the Home is in Seattle: Tenant's rights cannot be waived

Whatever else this lease says, Tenant does not give up any right, benefit or remedy under the Seattle Just Cause Eviction chapter or the Seattle rental agreement chapter. Any part of this lease that says otherwise, or that conflicts with Seattle Municipal Code Section 7.24.030, is void.

80. Signatures

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

By signing, each party agrees to this lease and its attachments.

Move-in Condition Record

Landlord and Tenant fill this in together before Tenant moves in. Write what is there and what condition it is in, including anything Landlord provides. Note anything already damaged or worn, and take dated photos if you can. Each side keeps a signed copy. This record is part of the lease.

Entry and hallways: _____

Living room: _____

Kitchen: counters, cabinets, sink: _____

Kitchen: stove, oven, refrigerator: _____

Dining area: _____

Bedroom 1: _____

Bedroom 2: _____

Bedroom 3: _____

Bathroom 1: _____

Bathroom 2: _____

Windows, screens, blinds: _____

Floors and carpet: _____

Walls, ceilings, paint: _____

Heating and cooling: _____

Smoke and carbon monoxide alarms: _____

Laundry: _____

Garage, parking, storage: _____

Yard, patio, balcony: _____

Keys and remotes given: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Pet Addendum

This addendum is part of the lease. It applies to these pets only:

_____.

Tenant will keep each pet licensed and vaccinated as the law requires, keep it under control, clean up after it, and make sure it does not disturb neighbors or harm anyone. Tenant pays for any damage a pet causes beyond normal wear and tear.

A new or replacement pet needs Landlord's written agreement. Landlord may ask Tenant to remove a pet that seriously threatens health or safety, or that keeps disturbing neighbors after written warning, as the law allows.

An assistance animal for a person with a disability is not a pet, and this addendum does not apply to it.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Parking Rules

This addendum is part of the lease. Tenant may park in: _____.

Each vehicle must be in working order and legally registered. Tenant will not store or repair vehicles in a way that leaks fluids, blocks others or breaks local rules. A vehicle may be towed only as the law allows, and with any notice the law requires.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Smoke-Free Addendum

This addendum is part of the lease. No one may smoke or vape anything inside the Home, on its balconies or patios, in shared indoor areas, or anywhere else on the property that Landlord has marked as smoke-free.

Tenant is responsible for what Tenant's household and guests do. Tenant pays to repair damage caused by smoking or vaping beyond normal wear and tear, including burns and lasting odor. Where a person's disability calls for a change to this rule, Tenant may ask for one as fair-housing law provides.

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Fire safety and smoke detector notice

Landlord gives Tenant this written notice at the time the lease is signed, as RCW 59.18.060(12) requires. Both sides sign it, and each receives a copy.

The dwelling unit is equipped with a smoke detection device as required in RCW 43.44.110.

Tenant's responsibility: Tenant must maintain the smoke detection device in proper operating condition, as the manufacturer specifies, including replacing batteries where they are needed. Landlord installs the device, and makes sure it is operational before a new tenant moves in.

Penalties: an owner, seller or tenant who fails to comply with RCW 43.44.110 may be fined not more than $200. An owner who fails to comply may be fined $5,000 if, after that failure, a fire causes property damage, personal injury or death to a tenant or a member of a tenant's household.

- ☐ The smoke detection device is hard-wired.
- ☐ The smoke detection device is battery operated.
- ☐ The building has a fire sprinkler system.
- ☐ The building does not have a fire sprinkler system.
- ☐ The building has a fire alarm system.
- ☐ The building does not have a fire alarm system.
- ☐ The building has a smoking policy: _____.
- ☐ The building does not have a smoking policy.
- ☐ The building has an emergency notification plan for the occupants. A copy is given to Tenant with this notice.
- ☐ The building does not have an emergency notification plan for the occupants.
- ☐ The building has an emergency relocation plan for the occupants. A copy is given to Tenant with this notice.
- ☐ The building does not have an emergency relocation plan for the occupants.
- ☐ The building has an emergency evacuation plan for the occupants. A copy is given to Tenant with this notice.
- ☐ The building does not have an emergency evacuation plan for the occupants.

Landlord: _____ Date: _____

Tenant:_____ Date: _____