

LEASE/RENTAL AGREEMENT

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This Agreement dated: _____, 2016 is made and entered into between **Graf Investments, Inc.** ("Landlord/Agent") and _____ ("Resident"), for occupancy of _____ adult(s) and _____ child(ren), for the property commonly known as _____, **WA 9** in _____ County, Washington (Premises). If this Agreement is for more than one year, the legal description of the Property is attached as Exhibit A.

1. **SECURITY DEPOSIT.** Landlord/Agent acknowledges receipt from Resident of the sum of \$ _____, which is being deposited in a trust account in **Yakima Federal** Bank, **Yakima** Branch, in **Yakima**, WA. Landlord/Agent will give written notice of any changes in said depository. This deposit is security for performance of Resident's obligations pursuant to this Agreement, including but not limited to payment of rent, and to indemnify Landlord/Agent for damages to and cleaning of the Property for which Resident is responsible. A written "Move In/Move Out Condition Report" describing the condition, cleanliness of and any damage to the Premises and furnishings will be signed by Landlord/Agent and Resident upon commencement of tenancy and a written copy given to Resident. **NO SECURITY DEPOSIT MAY BE COLLECTED UNLESS THIS CHECKLIST IS COMPLETED.** Within fourteen (14) days after termination of tenancy and vacation of premises (or abandonment of premises), Landlord/Agent will give Resident a statement for the basis of retaining any of the deposit and a refund of any portion due Resident, addressed as Resident directs or in the absence thereof, to Resident's last known address. If Resident violates any provision of the lease, Landlord/Agent may, but shall not be obligated to apply all or any portion of the security deposit to remedy such violation. If the deposit is insufficient to reimburse Landlord/Agent for Resident's lease violations, damages and cleaning, Resident agrees to pay any deficiency on demand. Any forfeited deposit will not be used to offset any cleaning, damages or other applicable charges. We may report any unpaid amounts to credit agencies.

2. **TERM (Check one).**

a. LEASE. This Agreement is for a term of _____ commencing on _____. This agreement shall end at 12:00pm (noon) on _____ (the "Expiration Date"). Resident must vacate the Property and surrender possession on the Expiration Date unless the Agreement is extended as set forth below. **Automatic Extension:** Unless the landlord provides written notice of termination and/or the residents provides a fully executed vacate notice to the other party at least thirty (30) days before the Expiration Date, this Agreement will be automatically extended on a month-to-month basis. The automatic month-to-month extension will continue until either party terminates by providing an executed vacate notice at least (20) days prior to the end of the monthly rental period, to the other party. **Armed Forces: Members and families may terminate without penalties following reassignment/deployment per RWC 59.18.220. If Resident vacates prior to the expiration of the term, the security deposit shall be forfeited and Resident shall be fully responsible for rent, any turnover or damage charges and/or any other lease charges, for the remainder of the term, or until the Property has been re-rented, whichever is less.**

b. MONTH-TO-MONTH. This Agreement is for a month-to-month tenancy commencing on _____. Landlord/Agent may terminate this agreement with written notice or Resident may terminate this Agreement only upon providing a fully executed vacate notice received to the other at least 20 days prior to the end of the monthly rental period in which the resident intends to vacate. If any such notice of termination is not received at least 20 days prior to the end of the rental period, then it shall not be effective until the end of the following monthly rental period. Resident guarantees a minimum occupancy of _____ full months. A full month runs from the first day of the month to the last day of the month. **Armed Forces: Members and families may terminate without penalties following reassignment/deployment per RWC 59.18.220. Failure to occupy the unit for the guaranteed period of time will result in a forfeiture of Resident's security deposit without limiting Resident's responsibility for any turnover or damage charges after move out has occurred.**

3. **VACATE NOTICE.** Resident must submit a written vacate notice to end the lease term. Landlord/Agent will provide a proper form upon request. The closing statement will be returned to the provided resident mailing address within fourteen days following rental agreement termination and vacation of premises.

4. **RENT.** The rent is \$ _____ per month, payable in advance and **due on or before** the first day, or _____ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due. Rent shall be paid to Landlord/Agent at the following address 410 S. 1st St. Selah, WA 98942. **Each adult signing the lease personally guarantees the entire rent due on the Premises. The rental unit is not rented on a shared basis.** Total rent shall be paid at one time on or before the due date. It is the sole responsibility of the resident to mail/deliver rent payment (check, money order, cashier's check, ACH, etc.- no cash will be accepted) to the following address or location of 410 S 1st St, Selah WA 98942. Landlord/agent will not be responsible for any lost or missing payments not personally handed to the landlord/agent. If a rent concession, also known as a rent special, is provided at any time during the term of the lease agreement; residents are required to reimburse landlord for entire amount of any and all concessions if the full lease term is not fulfilled.

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____

LANDLORD: _____ DATE: _____

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5. **KEYS.** Residents may not change, add or remove their locks at any time. If locks are altered, resident is subject to \$100 fee plus any damage costs. Each extra key copy is \$5 at time of pick up. Resident is fully responsible for mail box key; if mail key is lost, resident will be financially responsible for the full re-key of their mailbox. If a resident does not return possession of the Premises on the date and time set forth in the executed vacate notice or termination notice, Resident will be charged a hold over fee of \$100 per occurrence, per day.
6. **NON-REFUNDABLE FEE:** Prior to signing this Lease/Rental Agreement, Resident has paid \$_____ as a Non-Refundable Fee, which will be retained by Landlord to cover administrative costs and normal carpet cleaning when Resident moves out.
7. **UTILITIES.** When due resident shall pay all utilities, including electricity, natural gas, propane and oil except water, sewer, garbage, or **Irrigation** ; Resident shall have all utilities and services not supplied by Landlord in Resident's own name. Resident shall maintain constant utility service throughout duration of tenancy or will be subject to fees of \$10.00 per day.
8. **OCCUPANCY/SUBLETTING.** The Premises is rented as a private residence only for the above named persons and authorized guests. Resident shall not assign this Agreement, sublet all or any portion of the Premises, nor give accommodation to any roomers or lodgers, without the prior written consent of Landlord/Agent. A person may not take possession of the Premises without approval of Landlord/Agent and an executed Lease/Rental Agreement accepted by the Landlord/Agent and has paid all applicable fees and deposits.
9. **JOINT AND SEVERAL TENANCY.** If more than one person signs this lease as a Resident, their obligations are joint and several. **This means that each person is responsible not only for his or her individual obligations, but also for the obligations of all other Residents.** This includes paying rent and performing all other terms of this Agreement. A judgment entered against one or more Resident(s) does not bar an action against the others.
10. **MAINTENANCE.** Resident will at all times maintain the Premises, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Premises in as good condition as it is at the lease commencement date, reasonable wear and tear excepted. Resident agrees not to make any alterations or improvements to the Property without Landlord/Agent's prior written approval. Resident shall promptly report all needed repairs to Landlord/Agent.
11. **YARD/ OUTSIDE PREMISES.**
LAWN MOWING PROVIDED: YES NO
Where applicable YES NO, resident agrees to mow, water, weed and maintain grounds in good condition (subject to any landlord specifics); and to keep own driveways, walks, porches, and garages clean and clear of obstructions, and pay costs of any used utilities. Failure to comply following notice will result in charges to resident for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside yard/structures. No trampolines, swimming pools, swing or climbing sets, or other such "attractive nuisances" are allowed. Unauthorized parking, storage, or accumulation of waste may be assessed to a \$10.00 per day fine per violation, without limiting any of the Landlord/Agent's other remedies under this lease or allowed by law.
12. **INSPECTION/ACCESS.** Landlord may enter the Premises for purpose of: (1) inspections; (2) cleaning, repairs, alterations; (3) other services; or (4) showing the Premises; provided, access is at reasonable times with proper notice (two days' notice for items (1) and (3) above and no notice required for emergency, end/term, or abandonment). If Landlord/Agent wishes to show the Property to actual or prospective applicants or residents, only 24 hours written notice shall be required. Cost penalties included when the resident refuses entry of scheduled repairs or other service, after provided proper notice, without resident protest. Resident failure to honor Landlord/Agent access requests allows Landlord/Agent to charge Resident any service cancellation costs, and \$100 per occurrence, per RCW 59.18.150(5).
13. **RENT LATE CHARGE.** If any rent is not paid on or before the due date, resident agrees to pay a late charge of \$60.00 on the 6th and \$10.00 per day thereafter, plus a notice fee of \$10.00, including the day of payment, even though the 5th may fall on a weekend or a holiday, until paid in full.

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____

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NSF CHECK: Resident agrees to pay a charge of \$ **30.00** for each NSF check given by Resident to Landlord/Agent. Landlord/Agent shall have no obligation to redeposit any check returned NSF. All NSF checks must be paid within 24 hours with all applicable late fees. In addition, money orders or certified checks will be required if a NSF check is received.

STOP PAYMENT: Resident agrees to pay a charge of \$35.00 for any payment from Landlord/Agent to Resident that must be stopped and re-issued due to resident error resulting in inaccurate mailing address, incorrect forwarding information, etc.

- 14. ATTORNEYS' FEES.** In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement the prevailing party is entitled to reasonable attorneys' fees as provided for by law. In the event of a trial, the amount shall be as fixed by the Court.

- 15. WAIVER OF SUBROGATION.** Landlord/Agent and Resident each waive and release any and all rights of recovery against the other, or against the employees, agents and representatives of each other (and in the case of the Resident, all other persons occupying or using the Premises in accordance with the terms of this Lease Agreement) with respect to any claim (including claim for negligence) for the loss of or damage to such waiving party's Property (or property of others under its control) where such loss or damage is insured against under any property insurance policy in force at the time of such loss or damage. Landlord/Agent's limited waiver set forth above shall **not** release Resident for the uninsured portion of any loss arising out of the Resident's own acts or omissions or breach of lease (including the amount of Landlord/Agent's deductible in property insurance policies maintained by Landlord/Agent), and Landlord/Agent shall continue to have all rights and remedies against Resident for damage to the Premises in violation of Resident's obligations under the Lease Agreement or law to the full extent of Landlord/Agent's uninsured loss. Any property insurance maintained by the Landlord/Agent is and continues to be for the sole benefit of Landlord/Agent, and Resident is responsible for insuring any and all of his/her own personal property located on or in the Premises leased from Landlord/Agent. Landlord/Agent maintains insurance coverage only for Landlord/Agent's property and liability. In the event of a loss, Resident's personal belongings are not covered and if someone is injured in the Premises, Resident can be held responsible. Landlord/Agent highly recommends every resident maintains renters insurance.

- 16. PROFESSIONAL CARPET CLEANING.** Resident is aware that carpets have been professionally cleaned prior to occupancy of rental unit. **OWNER/AGENT WILL SCHEDULE professional carpet cleaning upon move out.**

- 17. PETS.** No dogs, cats (whether or not licensed service animals), or other animals will be permitted on the Premises, not even temporarily, without the prior written consent of the Landlord/Agent which consent may be withheld or conditioned at Landlord/Agent's discretion in compliance with applicable laws, and/or without a fully executed Pet Agreement or Service Animal Agreement; this includes all pets belonging to visitors, friends, family or acquaintances visiting the Premises. Permission may be given only after receiving an executed pet agreement and payment by Resident of all applicable fees. **Residents shall pay a fine of \$500.00 for each violation of this provision, without limiting Landlord/Agent's remedies for damage caused by Resident's pets under applicable law. Service animals must meet all state law requirements.**

- 18. PESTS.** The resident further assumes the obligation of extermination and fumigation for infestation of insects and rodents caused by Resident during residency. If an infestation does occur, Landlord/Agent retains the authority to send in a professional pest management company within 48 hours of being notified, to evaluate and determine the cause of the infestation. If resident is found responsible for the infestation, resident will be fully financially responsible for full treatment needed. In such event, recommended treatment by a competent professional will be scheduled by Landlord/Agent at resident cost.

- 19. REPAIRS/RISK OF LOSS.** Landlord/agent will promptly respond to resident written request for repairs, but will not be monetarily responsible for: (1) resident disruptions or inconveniences during habitable periods of repair; (2) resident/guest injuries incurred in or around areas of maintenance, repair, or construction; (3) temporary or replacement housing or other costs incurred by resident during periods of landlord repairs or other activities. Resident agrees that all personal property kept in or on the Premises is at the risk of the Resident. Landlord/Agent is not responsible for damage or loss of any resident belongings/property. Resident is specifically advised of the availability of and is highly encouraged to obtain insurance for such personal property.

- 20. RULES.** The Rules and Regulations on attached Addendum A are a part of this rental Agreement and failure to abide by them will constitute default under this Agreement.

- 21. PATIO/BALCONY POLICY:** To reduce fire hazards and maintain Premises safety, Resident shall comply with the following:

RESIDENT: _____ DATE: _____ RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____ LANDLORD: _____ DATE: _____

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- a. Patios and balconies are to be kept in a clean and neat condition.
- b. No trash containers are allowed to be kept or stored on any patios/balconies at any time.
- c. ONLY patio and/or lawn furniture is allowed. Patios and balconies are not to be used as storage areas.
- d. No bikes are allowed to be kept on any patios or balconies at any time, all bicycles should be stored in garages, storage rooms or on designated bike racks. Motorcycles shall be parked only in designated parking areas.
- e. The following rules apply to grills, portable fire pits, patio campfires, etc. No charcoal grills, BBQ's, portable fire pits, etc. are allowed on the Premises or any balcony or patio. Gas grills/BBQs must be operated in a manner that does not present a fire hazard and must be attended at all times while in use.
- f. Residents that do not fully comply with these rules will be fined \$10 per day that a violation continues without limiting Landlord/Agent's other remedies under this lease or applicable law.

22. SATELLITE DISH INSTALLATION PERMISSION & CONDITION

Landlord/Agent hereby grants denies permission to have a small satellite dish (such as those used to receive Dish Network or Direct TV) to be installed. The following conditions apply:

- a. **The satellite cannot be attached to the building in any way.** It must be mounted on a post or tripod near the back corner of the building or designated area.
- b. **Written authorization for a satellite dish must be obtained from Landlord/Agent prior to installation.** Unauthorized installation will result in a \$100 fine and residents will be responsible for the cost of any maintenance repairs resulting from installation and removal of dish.
- c. An insured and bonded contractor who is licensed for this type of work must professionally install the bracket, dish, and wiring.
- d. All wires must be installed through the wall using weatherproof grommets or junction boxes. Wiring may not be installed through the windows.
- e. The dish, bracket, and wiring must be removed when the resident vacates. If it is left, the cost of removal will be a minimum charge of \$100.00.
- f. Resident will be responsible for any and all damage resulting from this installation.

23. NO SMOKING POLICY

a. Purpose of the No Smoking Policy

The Landlord/Agent desires to avoid (I) the irritation and known health risks from secondhand smoke; (II) the increased maintenance and cleaning costs from smoking; and (III) The increased risk of fire from smoking.

b. Definition of Smoking

The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product, any other substance or similar lighted product in any manner or in any form.

c. Smoke-Free Complex

Resident agrees and acknowledges that the premises to be occupied by Resident is a smoke-free living environment. Resident and authorized occupants shall not smoke anywhere in the Premises rented by Resident or any areas attached thereto such as: decks, patios, porches or the building where the Resident's Premises is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community such as steps or adjoining walkways. Any smoking must be 25 feet from the complex. Nor shall Resident permit any guest or visitor of Resident to do so.

Residents must inform their guests of the no-smoking policy.

d. Landlord Not A Guarantor of Smoke- Free Environment

Resident acknowledges that Landlord's adoption of a smoke-free environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's Premises and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free.

e. Effect of Breach and Right to Terminate Lease

If resident is found in breach of the No Smoking Policy; resident will be subject to a \$350 fine per occurrence and possible lease termination.

f. Security Deposits

Damage to the Premises or common areas resulting from smoke, burns, or any other harm as a result of smoking by Resident and/or damage caused by Resident's guests will be treated as any other form of damage which may result in deductions from security deposits plus all other applicable damage charges.

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____

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g. Effect on Current Residents

Resident acknowledges that current residents in the complex under prior leases may not be immediately subject to the No-Smoking Policy. As current residents move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

h. Designated Smoking Areas

If there is a designated smoking area for your complex, Landlord/Agent's property manager will inform you of this specific location. Otherwise you must be 25 feet from the complex.

24. SMOKE DETECTOR/CARBON MONOXIDE DETECTOR. Resident acknowledges and Landlord/Agent certifies that the property is equipped with a smoke detector and a carbon monoxide detector and that the detector(s) has/have been tested and is/are operable. Resident is required to maintain the devices in working order, including the replacement of batteries. Resident failure to comply may subject Resident to a \$200 fine per RCW 43.44.110(4). In addition, if the Property is a multi-family building (more than one unit), Landlord/Agent makes the following disclosures:

- The smoke detection device is hard-wired battery operated.
- The carbon monoxide detection device is hard-wired battery operated.
- The building Does Does not have a fire sprinkler system.
- The building Does Does not have a fire alarm system.
- The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
- The building does not have an emergency notification plan for occupants.
- The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.
- The building does not have an emergency relocation plan for occupants.
- The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.
- The building does not have an emergency evacuation plan for occupants.

25. LEAD-BASED PAINT. If the Premises includes housing that was built before 1978, then an Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" is to be attached to this Agreement unless this lease/rental transaction is exempt from applicable federal regulations.

26. MOLD DISCLOSURE. Resident acknowledges receipt of the pamphlet entitled "A Brief guide to Mold, Moisture, and Your Home."

27. PERMITTED OCCUPANCY. Any new occupant of the Premises must meet all lease requirements required by Landlord/Agent. Permitted maximum occupancy is as follows:

- One bedroom: maximum 2 persons
- Two bedroom: maximum 4 persons
- Three bedroom: maximum 6 persons

Occupancy violations will result in \$150 fines per occurrence with notice for unauthorized parties to vacate. Multiple violations or continued failure to comply will result in eviction.

28. RESIDENT GUEST POLICY

A. Definition of a "Guest"

A "guest" is defined as a person invited into the Premises by the Resident(s) and/or Occupant(s). Resident is responsible for the conduct of all guests on the Premises and shall ensure that guests comply with these rules.

B. Visitation

A guest may not stay overnight for more than 5 consecutive nights without the written permission of the Landlord/Agent. Any guest must fill out a guest card with basic information and emergency contact information for each visit over 5 days. All guests must park in visitor parking areas or street side. **Assigned parking spots are for residents only.** Non-resident vehicles parked in resident parking will be towed.

C. Extended Visits

Any guest staying over 14 days or more in a 12-month period will be considered an unauthorized Resident and must be added to the lease (subject to occupancy terms and approval of application). There will be a \$150 administrative fee for the lease addition.

RESIDENT: _____ DATE: _____ RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____ LANDLORD: _____ DATE: _____

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Any person staying over 14 days out of the year that is not added to the lease will be subject to a \$150 fine per week until the change is made or until the guest vacates the premises.

D. Effect of Breach and Right to Terminate Lease

All guest(s) must observe and obey all terms and conditions in the Lease Agreement. If the Resident and or the Resident's guests violate any part of this Guest Policy, the Resident is then in default under the lease. In the event of a default, the Landlord/Agent may initiate legal proceedings in accordance with the local and state regulations to evict or have the resident removed from the Premises as well as seek judgment against the Resident for any monies owed to the Landlord/Agent as a result of the Resident's default.

29. THIS IS A BINDING LEGAL AGREEMENT. PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS TERMS PRIOR TO SIGNING.

30. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law enforcement, governmental, or business purposes, we may provide it.

State of Washington)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed the instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

(use this space for notary stamp/seal)

Dated: _____
Signature: _____
Print Name: _____
Notary Public in and for the State of Washington
Residing at: _____
My Appointment Expires: _____

RESIDENT: _____ DATE: _____ RESIDENT: _____ DATE: _____
RESIDENT: _____ DATE: _____ LANDLORD: _____ DATE: _____