

# Lee & Associates Management, LLC

4746 11<sup>th</sup> Ave NE • Suite 100  
Seattle, WA 98105

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## RENTAL LEASE

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The undersigned \_\_\_\_\_ (hereinafter called Tenant) agree(s) this \_\_\_\_\_ day of \_\_\_\_\_, 2007, to rent from Landlord the premises known as **APARTMENT # \_\_\_\_\_** (hereinafter called Apartment), in the \_\_\_\_\_ located at \_\_\_\_\_, in the City of Seattle, County of King, State of Washington, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2007, and ending on the last day of \_\_\_\_\_, 2007 upon the following terms and conditions:

1. **LANDLORD: Joseph Lee**, located at 4746-11th Avenue NE, Seattle, WA 98105 (telephone 206-525-7300) is designated Landlord under the provisions of RCW 59.18.060 (11). Checks should be made payable to \_\_\_\_\_ and delivered to the RESIDENT MANAGER.
2. **RENT:** Tenant shall pay rent in the amount of \$ \_\_\_\_\_ for the above Apartment per month on the first (1<sup>st</sup>) day of each month in advance, to Landlord or his agent. If said rental begins on other than the first day of the month, then the rental for the interim period shall be prorated on a thirty (30) day month basis so that **all future rents shall fall due on the first day of each month during the term of this tenancy**. Rent shall be paid by money order or by check; under no circumstances shall cash be accepted from tenant for *any* charge, however large or small.
3. **LATE AND NSF CHARGES:** Tenant understands that if the total rent (plus parking charges, storage charges, etc., if any), including any previous balances owed, is not received before 11:59 p.m. on the third (3rd) day of the month for which it is owed, there will be a flat \$40.00 late charge levied in addition to the full amount of scheduled rent due. Furthermore, a charge of \$10 will be added to the flat \$40 late charge for every additional day elapsing after 11:59 p.m. on the 3<sup>rd</sup> day of the month until all outstanding balances, including said late fees, are paid in full. That is to say if rent is paid on the 4th, the late fee is \$40, on the 5th, \$50, on the 6th, \$60 and so on until rent, parking, storage, etc. and all late fees are paid in full. Any outstanding balances from unpaid rent, parking, late fees, etc. still owing after any payment is made will result in late fees of \$10.00 per day continuing to accrue until the account is settled and brought to a zero balance.  
  
If rent is paid by check, and the rent check is returned by the bank *for any reason*, rent shall be considered late. **There will be a \$50 returned check charge, AND late fees as noted prior shall apply (example: we learn on September 10 that your check has bounced. As of September 10 you would owe \$100 late fees as noted prior, plus a \$50 returned check fee for a total of \$150).** Furthermore, if a rent check is returned, personal checks will no longer be accepted for payment and all subsequent rent payments must be made by money order or cashier's check.
4. **DEPOSIT:** Tenant paid as a Holding Deposit prior to taking occupancy, the sum of \$ \_\_\_\_\_ shall be held by Landlord as a Security Deposit to guarantee occupancy and/or cleaning and/or repair of damage. **Should Tenant vacate the premises, through no fault of Landlord, before the expiration of the minimum term of this Lease, the deposit shall be forfeited and Tenant will owe any rent lost for the remainder of the Lease and any cleaning or damage costs.**
  - a) The deposit shall be deposited by Landlord in an account at Wells Fargo Bank - University Branch.
  - b) **Refund of all or a portion of the above deposit is conditioned upon Tenant's compliance with whichever of the following is (are) applicable thereto:**

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- 1) Payment of all rent due including late and NSF charges for at least **six (6)** months (this means that **six (6)** full months rent must be paid);
  - 2) Repair of all damage to property, except that arising from reasonable wear and tear. Tenant agrees that soilage is **not** normal wear and tear, and cost of repair, replacement or painting required to restore such condition caused by Tenant will be withheld from deposit;
  - 3) Return of keys (and remote control for parking area, if applicable);
  - 4) Leaving the property in a clean and rentable condition;
  - 5) Payment of all utilities and other charges or liens against the property created by Tenant;
5. **KEYS:** Tenant acknowledges receipt of \_\_\_\_ key(s) to the Apartment, \_\_\_\_ key(s) to the mail-box, \_\_\_\_ key(s) to security door (or gate if applicable), \_\_\_\_ key(s) to laundry room (if applicable) and \_\_\_\_ remote control(s) for parking areas (if applicable). (See item 3 in paragraph 4.)
6. **OCCUPANCY:** The Apartment is rented to Tenant for occupancy solely by \_\_\_\_\_ (          ) and **\_\_ minor(s)**, consisting of Tenant listed above. Tenant further agree(s) not to sublet any portion of the Apartment, and not to keep any roomer, or boarders, or in any way to increase the occupancy of the Apartment beyond that specified herein. In the event of any change of occupancy, the following is required:
- a) New occupant to complete application;
  - b) Approval from management;
  - c) New or amended Lease to be signed by all the parties.
- In the event the above procedure is not followed, Tenant can be held liable by Landlord for any action caused by said occupant(s) terminating in a judgment and/or eviction.
7. **GUEST RESPONSIBILITY:** Tenant accepts full personal responsibility for the actions of any and all of Tenant's temporary (not to exceed 2 weeks) guests and/or invitees while they may be on, in, or about the premises; Tenant shall see to it that said guests and/or invitees shall comply in all ways with the terms of this rental agreement and any other posted rules and regulations of management that may be in force. In the event any guest exceeds the 2-week period, and/or continually returns for a total of 2 weeks or more out of any 3 month period, then such guest shall be considered an occupant and paragraph 6 shall be complied with.
8. **INSPECTION AND DEPOSIT REFUNDS:** Tenant has closely inspected Apartment with Landlord, or agent thereof, and has filled out an inspection report that is part of this rental agreement, and Tenant has noted any discrepancy as to cleanliness and condition of the ceilings, walls, floors, carpeting, drapes, appliances, lighting and electrical fixtures, cracks in windows, woodwork etc., in said inspection report. Tenant understands that upon vacating the Apartment it will be re-inspected by Tenant and Landlord or his agent, and if Tenant is not available, it will be inspected by Landlord or agent alone. If, when Apartment is vacated, there is any damage, or if

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specific items are in need of cleaning (rugs, drapes, floors, range, oven, refrigerator, etc.) then repairs and/or cleaning shall be performed by qualified workmen employed by Landlord and Tenant agrees to be responsible for payment of said cleaning and/or repairs when presented with an itemized bill for same.

By the fourteenth day after the day the Tenant vacates the property, Landlord will forward to Tenant, at Tenant's last known address, a full and specific statement of the basis for retaining any of the above deposit, together with any refund due, and/or a bill for any amount due Landlord over and above the amount covered by the deposit. In the event said deposit refund and statement are returned to Landlord by the post office as being undeliverable, then Landlord's responsibility for return of said deposit and/or statement shall be terminated.

- 9. TENANT'S RESPONSIBILITY:** In the event that Tenant has a maintenance problem with the Apartment, they shall promptly notify Landlord in writing of the repairs that they believe are necessary. Landlord shall pay for all reasonable repairs necessitated by ordinary wear and tear. Tenant shall pay for all other repairs.

**TENANT SHALL:**

- a) Place all trash, litter, rubbish, newspapers in covered containers provided at reasonable and regular intervals and assume all cost for extermination and fumigation for infestation caused by Tenant;
- b) Maintain the Apartment and entryway and hallway areas directly in front of the Apartment in a neat, clean condition and appearance at all times;
- c) Conform to all present and future rules, regulations or restrictions concerning the use, occupancy and maintenance of the Apartment, the appurtenance thereto, and the property and grounds of which the Apartment is a part, and not intentionally destroy, deface, damage or impair any part thereof;
- d) Properly use and operate the electrical, gas, heating, plumbing and other fixtures and appliances;
- e) Not park any unauthorized vehicles in building parking areas nor store any vehicle on the premises nor do repair work on any vehicle on the premises nor wash any vehicle except in authorized areas. Vehicles improperly parked in fire lanes or other non-designated parking areas will be immediately removed by towing at the expense of Tenant and/or Owner of the vehicle.
- f) Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, or anyone else to engage in drug-related activity at the rental premises with the knowledge and consent of Tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW.
- g) Minimize noise originating from the Apartment so that the use of any radio, television, phonograph, musical instrument, loud, obscene or boisterous language or domestic disturbances etc., in and about the Apartment, is such as not to annoy neighbors. Tenant and their guests shall not harass other tenants in any way.

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- h) Maintain the operable smoke alarm provided in the Apartment by insuring the battery is left in the alarm and replacing as needed and reporting to management the need to replace or repair said alarm. Tenant's failure to maintain the smoke alarm may be punishable by fine up to \$200.00.

**NOTE:** Landlord may remove any vehicle in violation of section 9 (e) above and Tenant specifically agrees to and consents to such removal and to be solely responsible for any and all costs incurred. Tenant hereby waives any and all claims of damages he may have against Landlord for such removal.

10. **TRESPASSERS:** Any individual occupying an Apartment who is not a valid guest or Tenant according to the terms and conditions of this agreement shall be considered a trespasser and can be subject to criminal provisions under RCW 9A.52.
11. **ABANDONMENT:** Tenant's unexplained absence from premises for seven (7) consecutive days while rent remains due shall be deemed an abandonment of said premises. Landlord may, at his option, declare this agreement forfeited, store Tenant's belongings at Tenant's expense and re-rent said premises.
12. **ALTERATIONS:** No alterations, repairs or other work shall be commenced or completed without written permission from Landlord. All alterations or other work shall become part of the premises and become Landlord's property on termination of tenancy.
13. **NOTICE OF TERMINATION:** Tenant understands that to terminate the tenancy, twenty (20) days written notice must be given to Landlord prior to the end of this Lease. If Tenant does not give such notice at the end of this Lease, tenancy reverts to a month-to-month basis and twenty (20) days written notice must be given to Landlord prior to the end of a monthly rental period. According to the terms of this agreement, rent has been prorated to the first day of each calendar month. If Tenant stays past the term of the Lease then the following applies: Tenant understands that occupancy is on a month-to-month tenancy running from the first to the last day of each month. Tenant is required to pay the full month's rent in advance for the month in which he vacates. Notices for mid-month vacating are not acceptable. Example: In a month with 30 days, notice must be given by the 10<sup>th</sup>; in a 31-day month, notice must be given by the 11<sup>th</sup>. If proper notice is not given, Tenant understands that he has indicated his intention to remain the following month and accepts responsibility for that month's rent. Landlord may terminate the tenancy at any time for just cause by delivering to Tenant written notice at least twenty (20) days prior to the end of any given month.
14. **HOLDING OVER:** Unless specifically approved in writing by Landlord, Tenant shall fully vacate the Apartment not later than the termination date and return all keys so that re-inspection may be made during regular office hours on the termination date. A holdover charge of three (3) times the prorated rent will be charged for each day beyond the termination date that Tenant has not fully vacated the Apartment. Vacation of said Apartment is not deemed complete until all keys and remote controls have been returned to Landlord.
15. **ACCESS:** Tenant shall allow Landlord access at all reasonable times to said Apartment for the purpose of inspection, or to show said Apartment to prospective purchasers and mortgagees of the Apartment Building, or to any person having a legitimate interest therein, or to make

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necessary repairs or improvements. Landlord shall, whenever practicable, give Tenant two (2) days prior notice of his intention to enter the Apartment. Tenant agrees that in case of emergency or abandonment Landlord may enter the Apartment without consent of Tenant.

16. **RE-RENTING:** Tenant agrees that Landlord shall have the right to enter the Apartment for a brief maintenance evaluation, and to show said Apartment to prospective tenants once Tenant has notified Landlord of intent to vacate. Tenant will furnish Landlord with telephone numbers so that Landlord may notify Tenant of intent to show the Apartment to prospective tenants. Tenant will not unreasonably withhold consent to Landlord to show the Apartment once notification is given or attempted to be given by Landlord.
17. **REMOVAL OF PROPERTY:** Tenant agrees that in the event of abandonment and accompanying default in rent, Landlord may immediately enter the Apartment and take possession of any property of Tenant found therein, and notify Tenant of storage and sale as set forth under the Landlord Tenant Act. If when Tenant moves from the Apartment, Tenant leaves behind any personal property, such property shall be considered abandoned and Landlord shall dispose of it. Tenant shall be responsible for any costs of disposal, including hauling time and labor costs. If the amount of abandoned property is greater than that which can fit in the building garbage dumpster, Tenant shall be charged a minimum of \$75 for each load or part of a load which must be hauled away for disposal.
18. **UTILITIES:** Tenant shall pay for all utilities chargeable to his Apartment.
19. **ATTORNEY'S FEES:** Tenant agrees to pay all costs, expenses, and attorney's fees, as allowed by law, expended or incurred by Landlord by reason of default or breach by Tenant of any of the terms of this agreement.
20. **LOCK OUT:** In the event Tenant requires access to said Apartment from loss or misplacement of keys, Tenant may request entry from resident manager or business office and pay a fee of \$25.00. In the event the resident manager is not available or the business office is closed, Tenant shall call a locksmith and pay the cost of service thereof. In no event shall Tenant attempt to enter said Apartment in an unauthorized manner that would result in damage to locks, doors, windows, etc.
21. **INSURANCE:** Tenant understands that any insurance coverage of Landlord does not extend to loss or damage of personal property of Tenant and **Tenant should acquire rental insurance.** Tenant agrees not to hold Landlord or his employees liable in any manner for or on account of any loss or damage caused by action of a third party, fire, theft or the elements for loss or damage from any cause from the Apartment or any other part of said building or grounds or other buildings or areas within this Apartment complex, herein collectively referred to as Premises nor shall Landlord or his employees be liable for any injury to Tenant, his family, guests or employees or of any other person entering the Apartment or the buildings or grounds or areas of which the Apartment is a part.
22. **SUBORDINATION:** This Lease shall be expressly subordinate to any note, deed of trust or other security instrument on the subject property.
23. **SPECIAL TERMS OR CONDITIONS:** **No pets or waterbeds are allowed without written permission from Landlord. The only pets allowed are those confined at all times to an aquarium, or cats. Tenant shall pay a non-refundable fee of \$200 per cat, and no more**

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than two cats shall reside in any unit at the same time. Tenant agrees to pay these fees before moving in to the unit if a cat or cats is/are planned to reside on the premises. If a cat or cats is/are discovered in the unit after the move-in date of Tenant, Tenant shall pay these fees no later than the third day of the following month after written demand is made from Landlord for said fees. If these fees are not paid in full by the third day of the following month, late fees as outlined in Paragraph 3 shall apply. This is a non-refundable fee and shall not be refunded any circumstance, including the move-out of a cat(s) from the unit. Any cleaning required after Tenant vacates will be charged at the rate of \$25.00 per hour. Carpets and drapes or mini-blinds will be professionally cleaned by a reputable vendor of the Landlord's choosing when Tenant vacates the premises and the cost of these services will be deducted from the deposit. Tenant's deposit will be charged for replacing any light bulbs that are missing or burned out when Tenant vacates the Apartment. Tenant shall be charged \$5.00 for each entry key, \$10.00 for each mail key, \$15.00 for each security key and \$50.00 for each remote control for parking area which are lost or not returned at termination of tenancy. Tenant shall also be charged for cost of changing the locks for which any key is not returned.

24. I/we acknowledge receipt of a copy of City of Seattle Information for Tenants:

Initials: \_\_\_\_\_

The undersigned has read the entire contents of this agreement and any attachment hereto, understands his/her rights and obligations as outlined herein, finds them reasonable, and agrees by his/her signature below that he/she will in all ways abide by them.

Tenant hereby acknowledges receipt of a copy of this agreement and attachments hereto, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

Accepted by:

\_\_\_\_\_  
**Manager**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
**Tenant**

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