

## RESIDENTIAL RENTAL AGREEMENT/SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between William C. Budigan (hereinafter called "Landlord") and THE UNDERSIGNED (regardless of number, herein being called "Tenant"), for rental Property located at \_\_\_\_\_, in the City of Seattle, King County, Washington 98105.

1. TERM: The term of this Agreement shall be (check one):

( ) a month-to-month tenancy beginning \_\_\_\_\_ OR:

(X) a lease for a term of \_\_\_\_\_ months beginning \_\_\_\_\_, \_\_\_\_\_ ending \_\_\_\_\_, \_\_\_\_\_.

IF THIS AGREEMENT IS A LEASE, CHECK ONE OF THE FOLLOWING Upon the explanation of the term of this Lease:

( ) Upon expiration of the above stated Initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Landlord upon thirty days written notice, OR

(X) Upon expiration of the above stated initial terms of Lease, all Tenant's rights to occupy the premises shall cease without right to extend hereof and Tenant agrees to quit and vacate the premises.

2. RENT: Tenant shall pay monthly rent in this amount of \$ \_\_\_\_\_, payable in advance by the 1<sup>st</sup> day of each and every month during said term to Landlord by direct deposit to landlord's checking account at Chase Bank account number \_\_\_\_\_, by the first day of each month, with a grace period through 6:00 p.m. the third day of the month and that if any portion of the rent whatsoever is not so timely paid by deposit the tenants shall pay a late fee of \$250.00. Late fees, fines, and payment of any damages or repairs presented to tenants shall be deducted from all amounts paid in any given month before applying any balance of payments toward rent.

Any rent unpaid the due date is termed delinquent.

3. UTILITY CHARGES: Tenant agrees to pay all utilities, including but not limited to, electricity, water, sewer, garbage, gas, oil, phone, internet, and cable used in or charged against the premises during the term of this agreement except:

N/A \_\_\_\_\_

4. LATE FEES: Without waiver of any rights or claims arising out of delinquent rent, including but not limited to issuance of a Three Day Notice to Pay Rent or Vacate Immediately upon any rent delinquency, rent received on or after the 3<sup>rd</sup> of each month shall result in assessment against Tenant of a \$250.00 late payment charge plus \$ N/A each additional day thereafter rent remains delinquent. The late payment charge must be paid at the time the delinquent rent is paid. Any dishonored check shall be treated as rent unpaid and shall be subject to the aforementioned late payment charge, plus a \$ 75.00 fee for special handling. Should Tenant submit a check which is dishonored or returned for insufficient funds, or should Tenant make a tender of payment to cure any default such as following receipt of a Pay or Vacate Notice, Tenant shall make any payment curing the default by cash or certified check.

If for reason of non payment of rent Landlord shall give a statutory Three (3) Day Notice to Pay rent or Vacate, or if Landlord shall lawfully issue any other notice or permitted pursuant to RCW 59.12 et seq or RCW 59.18 et seq. Tenant agrees to pay in addition to the delinquent rent and payment charges provided for above, the sum of \$175.00 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

5. DEPOSIT:

This year lease is for over 6 months and requires first month, last month, and one month for security/damage deposit, amounting to three months' of initial payments. Under City of Seattle law, in leases for over 6 months, tenants may elect to pay the security deposit of one month rent and the last month rent deposit of one month's rent in six consecutive, equal monthly installments that begin at the inception of the tenancy, OR the tenant may propose an alternative installment schedule and the Landlord may agree.

Tenant in this lease proposes herein and the Landlord hereby agrees to the Tenant's alternative installment schedule of:

- 1) One payment at the execution of this lease equal to last month rent PLUS and only one-half month's rent for security/damage deposit.
- 2) Second payment on September 1 during the year of the lease for first month's rent, thus lowering the total amount needed up front by half and reducing the security/damage deposit by half.

Tenant agrees to pay the sum of 1 month's rent as last month rent and ½ month rent as security/damage deposit for all purposes, including but not limited to, unpaid rent, damage, cleaning, late payments, utilities, keys and other charges. Tenant agrees that the sum shall be deposited by Landlord in a trust account with Union Bank at the Ballard Branch, Seattle or Landlord's choice of bank. This deposit does not limit Landlord's rights or Tenant's obligation hereinafter. Landlord shall give an itemized statement for retaining any of the deposit, together with any refund owing to Tenant within 21 days after termination of this Agreement and vacation of the premises, conditioned upon Tenant's compliance with this Agreement and the following:

- a) Tenant shall have complied with all the conditions of this Agreement.
- b) Except for charges imposed pursuant to paragraph #4 hereof, Tenant shall clean and restore the premises to its condition at the commencement of this tenancy as evidenced by the Inspection Checklist, which shall be considered a portion of this Agreement, less wear and tear from normal usage. Tenant agrees that soilage is not wear and tear from normal usage and agrees to professionally shampoo carpets and dry clean drapes, as part of the cleaning and restoring the premise to its condition at the commencement of this tenancy and provide a receipt showing the same.
- c) Tenant shall replace or repair any missing or damaged personal property provided by the owner, including keys.
- d) Landlord's labor for cleaning and repairing the premises shall be at the rate of \$35.00 per hour excepting labor performed by parties other than Landlord or agent, which shall be assessed as its actual costs.
- e) If Tenant vacates the premises prior to August 31, Tenant shall forfeit the sum of this deposit. This paragraph shall not apply to month-to-month agreements for properties located within the City of Seattle.

NON REFUNDABLE CHARGES AND/OR PROCESSING FEES: Tenant to Initial if Applicable: N/A  
Tenant agrees to pay the sum of \$ N/A, as a non-refundable charge which shall be used for N/A, which sum shall not be refunded under any circumstances. Landlord has the right to proceed against Tenant to recover costs for any items or damages not covered by this fee.

SUMMARY OF FUNDS RECEIVED:

Type	Charge	Payment	Owing
First Month's Rent			
Last Month's Rent			
Non-Refundable Fees N/A			
Refundable Security/Damage Deposit			
Other payments (describe)			
Totals			

**CONTACTS AND RETURN OF DEPOSITS CHECK ONLY TO LEADER**

The group leaders are:

1. \_\_\_\_\_  

Name	Cell Phone	E-mail Address
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2. \_\_\_\_\_  

Name	Cell Phone	E-mail Address
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Tenants shall provide to Landlord the name and best daytime and evening phone numbers for two group leaders for all communication of issues of tenancy, which Landlord shall provide to the Seattle Police Department, the Washington State Liquor Control Board Seattle Enforcement Office and neighboring property owners if there are any complaints. These complaints received from neighbors or any of the above agencies to all tenants for response, resolution and compliance with these rules. Tenants agree to fully cooperate with Landlord in meeting with neighborhood groups or government agencies regarding recurring complaints about tenant activity and possible termination and resolution of same.

Tenants agree to provide the phone numbers for the group leaders and all phone numbers active in the house within 72 hours of establishing or changing any telephone account at the house. Tenants agree to notify Landlord in writing of the names of substitute group leaders and their phone numbers if one or more of the above group leaders becomes unavailable for any reason within 72 hours of such occurrence.

Tenants agree that Landlord may elect to make payable to either group leader named above the entire amount of any deposit refund check(s) and tenants agree that group leaders shall divide such check(s) correctly among the co-tenants and indemnify Landlord and hold Landlord harmless from any claims of co-tenants regarding any alleged refunds to them – i.e., leaders agree to make sure everyone agrees to the return of deposit accounting and that everyone gets their correct share thereof (if this is not the case leaders agree not to disburse any of the funds to anyone, but hold the entire amount in trust until we all reach mutual agreement). Tenants agree that Return of Deposit Accountings shall be sent to the rental address unless tenants provide a different address in writing before the mailing of the same.

6. THE FOLLOWING DOCUMENTS ARE PART OF THIS AGREEMENT; TENANT ACKNOWLEDGES RECEIPT OF THE SAME:

- (X) Property Condition Report; (X) Rules & Regulations; ( ) Pet Addendum
- (X) DCLU Landlord Tenant Law Summaries &/or Attorney General's Landlord Tenant Law Summaries (X) Disclosure of Information on Lead Based Paint and/or Lead Based Paint and EPA Brochure: Protect Your Family from Lead in Your Home (X) Other: City RRIO Registration Certificate for the property.

7. TERMINATION OF TENANCIES: If this is a month-to-month tenancy, termination shall be by written notice of at least twenty (20) days before the end of any monthly rental period given by either party to the other. If Tenant vacates the premises prior to the expiration hereof or without notice as required by this paragraph, tenant shall be liable for additional rent as provided for by RCW 59.18.310. Any notice of termination must provide for the vacation of the premises by occupants unless otherwise agreed to by Landlord in writing.

8. DAMAGE: Tenant has inspected the premises and acknowledges that they are in good condition. Tenant shall maintain the premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor covering, and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Any exceptions regarding the conditions of the tenancy at the commencement hereof are noted on the attached Property Condition Report, which will be used to determine the refund of deposit at the end of this tenancy. Any omissions on the Property Condition Report must be reported to Landlord within three (3) days after occupancy of the Premises.

9. SMOKE AND CARBON MONOXIDE DETECTORS: It is the responsibility of Tenant to maintain all smoke and carbon monoxide detectors in operating condition. This provision shall not be construed as waiver by Tenant of his or her legal rights. Tenant has been provided with operable smoke and carbon monoxide detector device(s), the maintenance of which shall be the Tenant's responsibility, including replacement of batteries. Any Tenant failing to comply can be fined up to \$200.00 in accordance with RCW 48.40.140/ WAC 212.10.050 and shall be responsible for all damage or loss which proximately might have been lessened or avoided by an operable smoke and carbon monoxide alarm.

10. USE/ASSIGNMENTS OR SUB-LETTING. Tenant shall not use the premises for any business purpose. Tenant shall not assign this Agreement, sublet the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named persons, The Undersigned. All changes in occupancy require written approval of Landlord. Sublessors shall be required to comply with all of the requirements under the law of landlords. RCW 59.18.030.

11. DELIVERY OF PREMISES: If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of this Agreement, rent until be prorated shall such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 15 days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.

12. PETS AND ANIMALS: Tenant shall not allow or maintain any pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises and shall not allow visitors or guest to do so without Landlord's prior written consent, other than:

N/A.

13. RESERVED.

14. NON-WAIVER OR BREACH AND SEVERABILITY: The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. In the event that any one or more of

provisions contained in this Agreement shall for any reason be held invalid in any respect, such provisions shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not effect any other provisions of this Agreement, the balance of which shall be construed as if such invalid provision had never been contained herein.

15. WATER-HEATER PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Tenant acknowledges that, if accessible, Tenant has inspected the hot-water heater and to the best of tenant's knowledge and does not believe it to be set higher than 120 degrees Fahrenheit. Tenant agrees to never set it higher than 120 degrees and shall be solely liable for damages or losses arising therefrom if Tenant does so.

16. STORAGE AND PARKING. The premises let pursuant to this Agreement include established parking spaces and storage areas, EXCEPT that Landlord and its agents shall have full rights to use said spaces at anytime with priority over tenant's use as reasonably necessary. All Tenant's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). If Tenant elects to store personal property on the premises, Tenant recognizes that he or she does so at his or her own risk, and hereby releases Landlord and agent from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reason. Tenant agrees not to store any hazardous, dangerous or illegal material on the premises or property.

Tenants and their guests shall not park on the parking strip grass, sidewalks, or anywhere on the premises except the designated parking areas and all vehicles (cars, cycles, bikes, etc.) shall only park on the Landlord's property subject to approval of Landlord and if not so approved in writing shall be subject to towing at the owner's sole risk of losses and cost.

All vehicles on the premises will be towed away or otherwise removed without further notice at the tenant's sole cost and risk of damage or loss if found to be in violation of the terms of this Agreement. Tenants are highly encouraged to get appropriate insurance to cover their vehicles and their contents and to get Zone parking permits from the City of Seattle to allow for parking on the city streets in the area. The Landlord is not responsible for any loss to tenants or their guests arising out of parking on or adjacent to the premises and all such risk is their own.

Tenants agree to register with Landlord, in writing, the license plate, model, color, and year of every vehicle owned by tenants. Only tenants' vehicles are allowed to park at the property for longer than 48 hours and tenants agree that Landlord has the right to rent out any of the parking spaces not already allocated to registered vehicles of tenants for use by tenants on the premises. At no time shall tenants rent out parking spaces to non-tenants and if this ever happens, tenant shall pay all such income received to Landlord within 48 hours of receipt plus 12% per annum interest until such is paid in full to Landlord.

17. LIABILITY: Tenant agrees that all personal property in the Apartment or stored on the Premises shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any matter for/or on account of any loss or damage sustained by action of any third party, fire, water, theft, or the elements or for loss of any articles from any cause, from said Apartment or any other part of said buildings. Neither shall Landlord be liable for any injury to the Tenant, his or her family, guests, employees, or any person entering the apartment, building, or property of which the Apartment is a part. Landlord recommends that Tenant obtain renter's insurance to protect Tenant's personal property and to cover Tenant's liability. Landlord recommends that Tenant obtain insurance protecting the premises from loss or damage caused by Tenant or Tenant's negligence. Tenant is responsible for all

damage caused the premises, including but not limited to glass breakage, and shall be responsible for repair and replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism. If tenant does not get adequate rental insurance, tenant releases, holds harmless, and indemnifies Landlord against any losses or damages.

18. TENANT'S OBLIGATIONS: Tenant agrees as follows:

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which tenant is responsible. Tenant agrees to submit to Landlord upon demand, proof that any utilities, assessments or charges have been paid; to execute all renewal rental agreements upon request;
- b) To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises;
- c) Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Tenant agrees to reimburse Landlord for any increase that might occur for violation of this rule;
- d) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by tenant.
- e) Not to intentionally or negligently destroy, deface, damage, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, furnishings, locks and appliances, or permit any member of Tenant's family, invitee, licensee, or any person under Tenant's control to do so, and agrees to notify Landlord of any such damage that occurs; To repair at Tenant's expense any damage to the premises caused by Tenant's acts or neglect within the time period provided by written notice from Landlord requiring such repairs.
- f) To permit Landlord, his or her agents, employees, or representatives to enter the premises at reasonable times after notice as provided in the Residential Landlord Tenant Act and to permit Landlord to show the premises to prospective Tenants;
- g) Tenant understands that this tenancy shall terminate at 6 p.m. on the last day of occupancy. It is Tenant's obligation to have the unit vacant and thoroughly clean by that hour.
- h) To permit Landlord to display "for rent" or "for sale" signs at any time during a tenancy.
- i) Not to install a water bed without the prior written approval of Landlord; if permission is granted to use a water bed, Tenant shall obtain and maintain an insurance policy to protect Landlord from any damage which may be caused thereby;
- j) Not to make any alterations, additions, paintings or improvements to the premises, nor to change or add additional locks, not change or add telephone or cable T.V. jacks, without the prior written approval of Landlord. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Tenant and shall become the property of Landlord. They shall remain in and be surrendered with the premises upon vacancy. Tenant is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- k) To notify Landlord immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc...;
- l) To comply with all laws and ordinances and the directions of all proper officers in relation thereto to have no sales on the premises, to give lessons or tutoring or to have guests visit for any commercial purpose without Landlord's written consent.
- m) Not to install any wires, cables or metals for radio, satellite, wireless, or television purposes on the roof or other parts of the building without Landlord's permission.

- n) Not to permit unauthorized occupants on the premises. Tenant may have guests stay at a maximum of (3) three days without authorization by Landlord. When not authorized in writing by Landlord, tenant shall pay within (7) seven days a per day charge of \$50 for any such guests. Additional occupants shall be subject to a per day charge of \$50.
- o) Not to throw anything from windows and/or balconies;
- p) The laundry room shall be cleaned after each use. Laundry facilities shall not be used by non- tenants or for business or commercial purposes;
- q) The Laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines is permitted;
- r) No signs or placards may be posted on or about the building or premises;
- s) Not to store bicycles or other personal effects in halls, stairways, elevator, laundry-room, public areas of the dwelling such as desks open to view other than as specifically designated by Landlord, nor to store belongs on patios, decks or roofs;
- t) Tenant, family and guests shall have due regard for the peace and enjoyment of other tenants in the Building. The level of noise created by any tenant, in or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other tenant's unit between the times of 10:00 p.m. and 7:00 a.m.;
- u) To keep the Apartment, parking area, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and drapes in good order, and in a clean and sanitary condition.
- v) To conform to the rules and regulations adopted by Landlord which supplement this Agreement, including pool and/or recreation facility rules. Landlord's rules and regulations may be modified upon 30 days' written notice;
- w) Tenant shall maintain liability and license on all motor vehicles brought onto the premises and shall provide landlord proof upon request;
- x) Tenant shall not block open or provide access through any security doors, not shall Tenant disable any security devices on the premises;
- y) In addition to other rights of entry, Tenant shall permit Landlord or agent(s) to enter to inspect and clean electric heaters every six months;

ADDITIONALLY, the following additional obligations of Tenant shall apply:

- a) a) Tenant shall be responsible for ensuring that all plumbing used by tenant flows freely and for any cost of clearing same (other than structural failure, which is Landlord's responsibility).
- b) b) Keep the grass, lawn, trees, bushes, flowers and shrubbery in good order and condition, and to keep the sidewalks or paths surrounding the premises free and clear of all obstructions, snow and ice; except that Landlord shall be responsible to mow the lawn.
- c) c) To protect against freezing of water pipes and waste pipes and stopping of same in and about the premises. If water pipes or waste pipes are frozen or become clogged due to neglect of Tenant, Tenant agrees to repair same at Tenant's expense, as well as all damage caused thereby.
- d) d) If house is equipped with washer and dryer, they are they are available for tenants' use, but Landlord is not obligated to provide same and tenant shall be solely responsible to diagnose any problem, maintain and repair, and keep water properly flowing regarding same, at tenants' sole expense.

19. DESTRUCTION OF PREMISES: If the premises are destroyed or damaged by fire, the elements, or other causes to an extent rendering the same untenable, the term of this agreement shall cease, without liability of either party to the other for termination of this tenancy, but not affecting any other rights of each. Tenants shall immediately fix all windows at the premises broken after first occupancy and shall board up or otherwise adequately secure the property from any weather or third party intrusion if any openings or other exposures occur and shall be responsible for all damage or loss which might occur from failure to do so.
20. Tenant shall not use any heaters, fans, refrigerators, or other major electrical appliances other than those provided by landlord at the premises on move-in, without Landlord written permission.
21. RESERVED
22. Burning of anything in the fireplaces, if any, other than "Duraflame" logs, is prohibited.
23. RESERVED.
24. Tenants shall pay for re-keying all exterior door locks at the end of their lease and shall pay for rekeying any broken locks or locks tenants request to be changed for any reason and shall pay for all costs of making a new key if keys are lost, misplaced or not available to the tenant for any reason, or for the services of anyone to open a locked door under any circumstances. If Landlord or agent ever has to go to the building for such circumstances, tenants shall pay landlord \$50 per hour for said time.
25. The tenant is responsible for maintaining the smoke alarms in the unit and monitoring and replacing the batteries whenever necessary.
26. Tenants shall undertake no repairs, improvements, painting or decorating of the premises without Landlord's written permission and except at Tenant's sole cost in materials and labor. Paint other than white will not likely be approved and paint color must be approved by Landlord in writing.
27. Landlord and Tenant agree that the \$150 late charge represents a reasonable estimate of such costs and expense and is fair compensation to Landlord for its loss caused by Tenant's nonpayment. Should Tenant pay said late charge but fail to pay contemporaneously therewith all unpaid amounts of Rent, Landlord's acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to Tenant's nonpayment nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease or under law.
28. Landlord's obligations with respect to the Security Deposit are those of a debtor and not a trustee. Landlord may commingle the Security Deposit with Landlord's general and other funds and shall be entitled to all interest thereon.
29. JOINT AND SEVERAL LIABILITY. If Tenant comprises more than one Person, or if this Lease is guaranteed by any party, all such persons shall be jointly and severally liable for payment of rents and the performance of Tenant's obligations hereunder. According to Black's Law Dictionary: A liability is said to be joint and several when the creditor may sue one or more of the parties to such liability separately, or all of them together at his option. A joint and several bond or note is one in which the obligors or makers bind themselves both jointly and individually to the obligee or payee, so that all may be sued together for its enforcement, or the creditor may select one or more as the object of his suit.

The undersigned further agrees that its liability hereunder shall be primary, and that in any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at its option,



proceed against the undersigned and the Tenant, jointly or severally, and may proceed against the undersigned without having commenced any action against or having obtained any judgment against the Tenant. Landlord may proceed against any one or more Tenants without proceeding against the others, and may release any Tenant(s) or any security deposit, security interest or letter of credit without releasing the other Tenants. It is agreed that the failure of the Landlord to insist in any one or more instances upon strict performance or to exercise any right therein or herein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of Rent or other payments with knowledge of the breach of any provision of the lease shall not be deemed a waiver of such breach or of this Lease. No assignment or other transfer of the Lease, or any interest therein, shall operate to extinguish or diminish the liability of the undersigned hereunder.

30. Tenants shall not place anything in sink or bath drains other than water and in toilets, nothing other than water, human excrement and toilet paper.

31. Tenants shall not flush tampons (whether or not the box says they are toilet disposable), hair, Kleenex, food, paper towels, cat litter, etc. down the toilets. These (and similar items) only cause blockages and backups at expense and inconvenience of everyone.

#### 35. Service of any Notices

All tenants agree that Landlord may serve upon any co-tenant any notice required to be served on any tenant, may additionally post the same at the premises and mail such notice to the premises under the lease and that service by any of these means shall be proper service upon all tenants individually and jointly.

36. Time is of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

37. Provisions Specifically Negotiated. LANDLORD AND TENANT ACKNOWLEDGE BY THEIR EXECUTION OF THIS LEASE THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS LEASE AND ADDENDUM RULES AND REGULATIONS (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO CITY NOISE ORDINANCE VIOLATIONS AND ABATEMENT PROCEEDINGS) WERE SPECIFICALLY NEGOTIATED AND AGREED TO BY LANDLORD AND TENANT.

#### 38. Indemnification

a) Tenant Indemnification. Tenant will save and hold Landlord, and Landlord's members, officers, directors and/or partners and the management company (and its employees) employed by Landlord for the management of the Property, if any, harmless from and against all loss, damage, liability or expense (including attorney's fees) resulting from, claimed by or against or incurred by Landlord;

i) Arising from any injury to any person or loss of or damage to any property caused by or resulting from any act or omission of Tenant or any officer, agent, contractor, employee, guest, invitee, licensee or visitor of Tenant in or about the Premises or Property or from any and all claims, liability, obligation, cost or expense (including attorney's fees) incurred or arising from or by reason of the use of the Premises by Tenant, Tenant's subtenants or others or the conduct of the business thereon or from any activity, work, or thing done, permitted or suffered by the Tenant, or Tenant's subtenants or others in or about the Premises.

ii) Arising from or incurred by reason of any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease.

39. Addendum A to Lease: Rules and Regulations is incorporated here in this Lease as if set forth in full.

40. No smoking or use of candles or portable heaters is allowed by tenants or their guests inside the building.

41. No pets are allowed.

42. No loud music or other noise is allowed.

43. No waterbeds are allowed on the premises.

44. No exterior decorations, flags, signs, posters, lights, strings of lights, or any other attachment or improvement or alteration to the exterior shall be allowed.

45. RESERVED.

46. No electrified or amplified musical instruments are allowed on premises without prior written permission for specific dates and times of use from Landlord.

47. Flames, Flammable Materials, No Smoking

No burning of candles, incense, other combustible items, or any other open flame ever anywhere on the premises including use of a fireplace without specific written permission of the landlord. No storage of any flammable materials anywhere on the property.

No smoking of anything inside the house at any time.

48. Heaters

No portable heaters of any kind, whether electric, propane or butane or any other energy source are to be used at any time and under any circumstances and the same shall not be placed anywhere on the property. Tenant agrees never to place anything within two feet in any direction of any heaters or heat vents located anywhere on the premises.

49. Notice of Repairs

Tenants agree to notify landlord of all repairs in writing, preferably by email; oral notification is insufficient.

50. Utilities

Tenants agree to place all utilities and all accounts for all utilities for the premises into at least one tenant's name of tenants' choice by the 10th day of the first month of possession of premises and agree to pay \$50.00 compensation to landlord for each day any utility account not so registered with any utility, EXCEPT that Landlord will be responsible to set up City of Seattle Water, Sewer, and Garbage account and tenant shall register with city to get electronic copies of such bills to pay.

51. RESERVED.

52. Garbage and Trash Prevention

Tenants agree to keep the premises clean and orderly at all times. Tenants agree to keep a monthly schedule of a different Tenant each week responsible for making sure that said Tenant physically walks the entire property all the way around the house daily and disposes of any litter or trash into the required City garbage cans secured by a lid and that person shall be responsible to make sure that the garbage cans are placed appropriate for collection on collection day and that those cans are returned to their normal, reasonable and appropriate resting place after collection and on that day. Upon request, Tenants shall provide to Landlord the monthly list of said assigned Tenants in writing within 48 hours of said request. Tenants agree to contract with the City for adequate garbage and recycle collection to avoid excess garbage on the property at all times.

53. Mediation and Binding Arbitration

In the event a dispute shall arise between the parties to this contract, and the parties are unable to settle the dispute between themselves, it is hereby agreed that the dispute shall then be referred to a mutually agreeable mediator or to the nearest office of Washington Arbitration & Mediation Service ("WAMS") for resolution within 45 days of a written request for mediation submitted by either party. The parties agree to participate in at least three hours of mediation in an effort to resolve their dispute and to equally share the costs of the mediation process. In the event the dispute is not fully resolved through mediation, it is hereby agreed that, to the extent allowed by law, the dispute will then be submitted for binding arbitration to a mutually agreeable arbitrator or WAMS for arbitration within 45 days of a written request for arbitration submitted by either party. All arbitration proceedings shall be conducted in accordance with the Rules of Arbitration of Washington Arbitration & Mediation Service and RCW 7.04 et seq. The arbitrator's decision shall be final and binding and judgment may be entered thereon. The parties agree to equally share in the costs of the arbitration process, with the arbitrator having the authority to assess the hearing costs as part of the award.

In the event a party fails to proceed with mediation prior to arbitration, fails to proceed with arbitration following an unsuccessful mediation, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to recover his/her costs of suit, including reasonable attorney's fees, to enforce the terms of this agreement, compel arbitration, or defend or enforce any agreement reached or award rendered hereunder.

54. ATTORNEY'S FEES

In the event any action, suit or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this mediation or arbitration decision described in para 54. shall be in the District Court (Limited Jurisdiction) with Jurisdiction over the area in which the premises are located. Tenant authorizes Landlord to obtain supplementary credit reports at any time within one year of Tenant's occupancy of the Premises at Landlord's expense.

55. Porches, Decks, Yards and Exterior Areas

Tenants shall not place or store anything including but not limited to couches, lawn furniture, barbeques, stereos or any other items whatsoever on porches, decks, roofs, overhangs, in the yards or exterior areas of the property.

56. Carpet Cleaning

Any carpet in the house will be professionally cleaned on or about move-in date. Tenants agree to have any carpet in the home professionally cleaned at tenants' own expense on or about move-out date and if not done to reasonable satisfaction of landlord, tenants shall reimburse landlord reasonable expense of professional cleaning of same.

57. Fire Safety And Protection Information Notice

The dwelling unit has been equipped with one per bedroom and one per hallway smoke detection device(s) as required by RCW 43.44.110.

1. The above described smoke detection device(s) are: (check one) [  ] hard-wired, or [  ] battery operated. If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. A fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with these provisions of RCW 48.48.140(3). Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the landlord in writing. Tenants acknowledge receipt of, and agree to comply with The Seattle Fire Department Website page regarding smoke alarms testing, replacing batteries, and False Alarms, as well as the Kiddie Smoke Alarm Instruction Manual page regarding operating, testing, battery replacement, and cleaning.
2. The subject property (check one) (  ) does (X) does not have a fire sprinkler system.
3. The subject property (check one) (  ) does (X) does not have a fire alarm system.
4. The subject property (check one) (X) does (  ) does not have a smoking policy – Prohibiting smoking inside the building at all times per paragraphs 40 and 47 of the Lease.
5. The subject property (check one) (  ) does (X) does not have an emergency notification plan for its occupants. The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt:  n/a .
6. The subject property (check one) (  ) does (X) does not have an emergency relocation plan. The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt:  n/a .
7. The subject property (check one) (  ) does (X) does not have an emergency evacuation plan. The emergency evacuation plan, if any, including a diagram showing the emergency evacuation routes for the occupants, as required by RCW 59.18.060(11)(b), has been provided to tenant and tenant's initials acknowledge receipt: :  n/a .

Smoke Alarm Release

Tenants understand that the law of the State of Washington requires tenants to maintain and keep adequate batteries in the smoke alarm and their failure to do so absolves the landlord, or agent, from

any responsibility for losses due to their non-compliance with the law or malfunction of the alarms and will inspect all the smoke alarms and fire extinguishers for adequacy at the beginning of occupancy. All co-tenants delegate to any co-tenant the signing of a document on their behalf and binding them thereto at the beginning of occupancy regarding the latter sentence requirements.

58. Seattle Landlord – Tenant Law Summary

Tenants acknowledge receipt of, and agree to comply with, Seattle Landlord-Tenant Laws Summary from Seattle Department of Planning and Development.

59. Mold Information Sheets

Tenants acknowledge receipt of the Washington State Department of Health Brochure on “Got Mold? Frequently Asked Questions about Mold” and agree to take all recommended steps to control growth of mold in the building and for cleaning any mold ever coming to their attention during their tenancy.

60. Hot Water Heater Setting Release

At the beginning of occupancy, tenants agree to personally check the water heater in the unit and affirm that the heater is set at 120 degrees F. according to Washington State Law RCW 19.27A.060. If at any time tenants change the setting to a different temperature, tenants will be responsible for any action taken, thereby holding the landlord or his agents completely harmless due to tenants noncompliance with the law. All co-tenants delegate to any co-tenant the signing of a document on their behalf and binding them thereto at the beginning of occupancy regarding the latter sentence requirements.

61. University of Washington Student Conduct Code

Any of the undersigned tenants who are a student at the University of Washington at anytime during the term of this lease hereby agree to fully comply with the U of W Student Conduct Code (on Landlord’s rental website) regarding conduct undertaken on the rental premises during the term of this lease and while a student at the U of W. Tenant has a duty to comply with all laws and ordinances and the directions of all proper officers in relation thereto in Paragraph 16 (l) above and UW students are already bound by the Student Conduct Code. Violation of laws, ordinances, and the conduct code are a breach of the lease. Landlord is not affiliated with the U of W in any way.

**ADDENDUM A TO LEASE:  
RULES AND REGULATIONS**

**1. NO UNLAWFUL ACTIVITY**

Tenants shall not engage in unlawful activity of any kind on or adjoining the premises.

**2. NO DISTURBING NOISE**

a. Tenants and guests shall have due regard for the peace and enjoyment of other tenants in the building and in the neighborhood. Disturbing noise is defined as loud and raucous, and frequent, repetitive or continuous sound. The level of noise created by the tenant or any guest within or outside any unit, whether it originates from television, stereo, conversation or any other source (voices, music, appliances, musical instruments, TV's, stereos, etc.) must be such that it cannot be heard in any other tenant's unit or anyone else within one block of the premises between the hours of 10:00 p.m. and 7:00 a.m.

b. Tenants shall make sure that all doors, windows and openings to the outside of the house are closed at all times practical (except for short, temporary ingress and egress) during parties or other gatherings with persons other than tenants and at all times when conversations or other noise (see above) occurs. During parties or other such gathers the tenant(s) shall permit no more than **30 people** (including tenants-i.e., maximum number of non-tenants is **30** minus number of tenants present) anywhere on the premises (including inside or outside of the property to the full extent of the boundary lines) at any given time. Tenants shall monitor the openings and closings of all windows and doors throughout the house on a half-hour basis. Tenants agree to schedule a different tenant for every half-hour after 10:00 p.m. until the party is completely over to be the monitor who shall be responsible for making rounds throughout the property to insure full compliance with these Rules. Tenants agree that there shall be no such parties or gatherings anywhere on the premises outside of the exterior of the house, including porches, roofs, ledges and window areas after 10:00 p.m., at closed windows, doors, and openings and subject to the above noise limitations. Tenants shall be responsible for guests' compliance with these Rules.

c. In addition to any other fees assessed or charged or otherwise owed to Landlord or the following agencies or their collection entities, Tenants agree to pay to Landlord within 72 hours of receipt by tenants of written verification from the agency involved for each complaint call (verified in writing on forms, correspondence or email from the agency called ) to the City of Seattle, Seattle Police Department, or Liquor Control Board regarding garbage/litter/junk at the property, noise or liquor control issues, \$150 to Landlord for such first complaint, \$500 for such second complaint, \$750 for such third complaint and \$1000 per complaint thereafter. Tenants shall additionally be responsible for \$500 for first noise ordinance violation conviction, \$1000 for second such conviction, and \$1,500 for third such conviction originally cited during the lease period. If not so timely paid to Landlord by

Tenants, Tenants shall be liable for simple interest of 1% per month thereon and Landlord may elect to deduct such amounts from the security/damage deposit or collect by other means.

### 3. NO PROPERTY DAMAGE

Tenants shall not leave any trash or other personal property items outside of the house at any time except: in authorized City solid waste and yard waste receptacles which shall be left where the City so approves, and tenants shall make sure that their guests comply with the same and shall clean up the exterior of the premises and the adjoining property by noon the morning following the party or any gathering involving non-tenants. At no time shall tenants or their guests urinate or defecate outside at the premises or on the adjoining property.

### 4. NO ILLEGAL DRUGS OR ALCOHOL

There shall be no possession, manufacturing, growing, ingesting, consuming, purchasing, selling or other distribution of illegal drugs or alcohol on or adjacent the premises at any time by tenants or guests. Alcohol allowed by law shall be served or otherwise made available only to those allowed by law.

### 5. RESERVED

### 6. RESERVED

### 7. EVICTION FOR NON-COMPLIANCE

The Landlord reserves the right to terminate the lease of or evict from the property any one or more or all of the tenants (at the Landlord's sole discretion) who violate the terms of the lease or these rules and Landlord hereby specifically notifies tenants of the following provisions of the City of Seattle "Just Cause Eviction Ordinance", SMC 22.206.160C. That ordinance authorizes evictions for unlawful conduct; including noise and nuisance, where:

a. The tenant fails to comply with a three (3) day notice to vacate for waste, **nuisance** [including noise violations and drug-related activity] or maintenance of an unlawful business or conduct .

..

Tenants agree to comply with the attached City of Seattle laws in SMC 25.08.225,.220, and 508 regarding **noise** in full regardless of whether the bill language even if the ultimate law enacted is less restrictive in any way, in which case tenants agree to comply with the ultimately enacted law and the attached bill.

Tenants specifically agree to notify the landlord by phone within **12 hours** and in writing within **24 hours** with a copy of any citation, ticket, or other written notice or document from the police, any City department, or the City attorney's office, of any violations of said law.

Tenants specifically agree that any one or more of the tenants receiving such citations, tickets, or other notice of violation of said law amounting to three or more such violations within 12 months **shall immediately move from the home within 48 hours** of receipt of same and shall be liable for all obligations under the lease until the end of the lease period or earlier written release by the landlord and tenants agree to cooperate fully in the removal of said recipient tenant(s) and shall be fully obligated to comply with all obligations and liabilities under the lease regardless of the removal of said recipient tenant(s) from the premises.

Tenants shall be jointly and severally liable for all losses, damages, or costs incurred by the landlord due to any **abatement actions** taken by the City due to violations of the said law, including, but not limited to, any eviction actions, any court ordered remedies reasonably likely to abate future

violations, landlord's reasonable attorney fees and costs, and any other losses, damages, or costs incurred by the landlord.

Tenants shall be jointly and severally liable (defined in Lease at Paragraph 32) and shall hold harmless and indemnify Landlord for any and all costs, attorney's fees, interest charges, judgments, court- or administrative law proceeding- abatement costs, and any other amount incurred by Landlord or assessed against Landlord for anything arising out of a breach of the Lease, including Rules and Regulations, including but not limited to, any such losses relating to noise ordinance violations and any related governmental actions.

The Landlord reserves the right to terminate the lease of or evict from the property any one or more or all of the tenants (at the Landlord's sole discretion) who violate the terms of the lease or these rules and the remaining tenants shall be jointly and severally liable for the full amount of the rent or any other monies owing under the Lease and Rules and shall be obligated to mitigate the damages of the leaving, terminated or evicted.

c. The tenant fails to comply with a ten (10) day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.

d. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten (10) day notice to comply or vacate **three (3) or more times** in a twelve (12) month period . . .

Tenants are further notified that a violation of the public disturbance noise provisions of the City's Noise Ordinance is a crime punishment to SMC 25.08.500.

Tenant shall strictly comply with the use restrictions set forth above related to noise. Any noise in breach of this Lease shall, without any notice, constitute a default under this Lease.

Section 2. A new section is added to SMC Chapter 25.08 as follows:

25.08.225 Residential Disturbance.

"Residential Disturbance" means a gathering of more than one person at a residential property located in a Single Family or Multifamily zone, as defined in SMC 23.84.048 between the hours of 10:00 p.m. (11:00 p.m. on Friday and Saturday nights) and 7:00 a.m. at which noise associated with the gathering is frequent, repetitive or continuous and is audible to a person of normal hearing at a distance of seventy five (75) feet or more from the property.

Section 3. A new section is added to SMC Chapter 25.08 as follows:

25.08.505 Residential Disturbance Violation.

It is unlawful for any person to knowingly allow real property under one's possession or control to be used for a Residential Disturbance, as defined in Section 25.08.225.



Section 4. A new section is added to SMC Chapter 25.08 to read as follows:

25.08.508 Abatement of Chronic Violations.

A. A residential property at which three or more violations of SMC 25.08.505 occur within any twelve-month period constitutes a nuisance and is subject to an action for abatement pursuant to this section; provided that the person or persons responsible for such violations were residents of the same housing unit, as defined in SMC 22.204.090.

B. The City Attorney shall notify the owner and tenant(s) of any property when a tenant or other person has been found to be in violation of Section 25.08.505 at the owner's property. All notices pursuant to this subsection shall include notification that an action for abatement under this section may be commenced if three or more violations of Section 25.08.505 occur at the property within a twelve- month period and the person or persons responsible were residents of the same housing unit as defined in SMC 22.204.090.

C. In addition to any other remedies provided by this Chapter or any other law, an action to abate chronic violations of Section 25.08.505, may be commenced by the City Attorney against the owner and/or tenant(s) of a property following a third or subsequent violation of SMC 25.08.505 at the property within a twelve month period where the person or persons responsible for such violations were residents of the same housing unit as defined in SMC 22.204.090. An action shall not be commenced under this section until at least thirty (30) days after the mailing of a notice of a finding of a third violation which occurs within a twelve month period. If during this thirty (30) day period an owner provides written notice to the City Attorney that the owner has filed a legal proceeding to evict the person or persons responsible for three or more violations of Section 25.08.505 and the City Attorney is satisfied the owner will diligently prosecute such eviction action, an action against the owner under this section shall not be filed. If the court determines that three or more violations of Section 25.08.505 have occurred at a property within any twelve- month period, the court may order any remedy that is reasonably likely to abate future violations, providing that the court should not enter an order prohibiting the rental of a housing unit or units unless other remedies have failed to abate future violations.

D. Notices required by this section shall be in writing. Notice to an owner is sufficient if sent to the address of the owner listed in the records of the King County Recorder. If the City Attorney knows that a property is managed by a third party property manager, notices required by the section may be sent to such third party property manager. No inference shall be drawn in a private dispute between a landlord and a tenant or tenants solely because of the lack of a notice from the City Attorney as contemplated by this section.

## Residential Disturbance Ordinance

**Seattle Municipal Code 25.08.505:** It is unlawful for any person to knowingly allow real property under one's possession or control to be used for a residential disturbance, as defined in SMC Section 25.08.225

**Seattle Municipal Code 25.08.225:** "Residential disturbance" means a gathering of more than one (1) person at a residential property located in a single family or multifamily zone, as defined SMC Section 23.84.048 between the hours of 10:00 P.M., (11:00 P.M. on Friday and Saturday nights) and 7:00 A.M., at which noise associated with the gathering is frequent, repetitive or continuous and is audible to a person of normal hearing at a distance of seventy-five (75) feet or more from the property.

**Penalties:** Officers may issue a civil infraction (citation) on the spot. The fine for the infraction is **\$295**. A person who continues to be in violation of this ordinance after receiving an infraction or who again violates this ordinance within 24 hours of receiving an infraction, can be charged with a crime. If found guilty, a judge may impose a maximum sentence of up to 180 days incarceration in jail, and/or a fine up to \$500.

In addition to criminal penalties, the property owner is notified when a tenant or other person has received more than one citation. A residential property at which 3 or more violations have occurred within a 12-month period may constitute a nuisance and be subjected to an abatement action provided that the person(s) responsible for the violation were residents of the same housing unit during this time. If the property owner does not take action to evict the tenant responsible for the 3 violations or otherwise abate further violations, the court may prohibit the property owner from renting the property.

## Public Disturbance Noise Ordinance

**Seattle Municipal Code 25.08.500:** It is unlawful to knowingly cause, make or allow unreasonable noise to emanate from property under ones control, which disturbs another, and to refuse or intentionally fail to cease the unreasonable noise when ordered to do so by a police officer.

"Unreasonable noise" includes loud, raucous, frequent, repetitive, or continuous sounds made by: animals; horns or sirens other than emergency equipment, motor vehicles being repaired, tested, etc; musical instruments or sound amplifiers; or amplified or unamplified human voices between the hours of 10:00 P.M. & 7:00 A.M. (NOTE: The 10 p.m. - 7 a.m. time period only applies to human voices. All other violations are illegal irrespective of the time of day)

**Penalties:** A violation of this section is a **crime**. Upon conviction, a judge may impose a maximum penalty of up to 180 days incarceration in jail, and/or up to \$500 fine for violation of this code.

# RULES AND REGULATIONS

Please do not place anything in sink or bath drains other than water and in toilets, nothing other than water, human excrement and toilet paper.

Do not flush tampons (whether or not the box says they are toilet disposable), hair, Kleenex, food, paper towels, cat litter, etc. down the toilets. These (and similar items) only cause blockages and backups at expense and inconvenience to everyone.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

X \_\_\_\_\_ Date: \_\_\_\_\_ Landlord/Agent

William C. Budigan  
2601 42<sup>nd</sup> Ave W, Seattle WA 98199

1. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

2. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

3. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

4. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

5. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

10. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

11. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

12. Printed Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_