

SINGLE-FAMILY DWELLING LEASE

In consideration of the mutual promises, obligations and agreements herein set forth, the parties hereto agree as follows:

- Parties:** R&R Properties (hereinafter referred to as “Landlord”), hereby leases to _____ (hereinafter referred to as “Tenant”), and Tenant hereby leases from Landlord, the Leased Premised hereinafter described in paragraph 2.
- Leased Premises:** The Leased Premises consist of the land and building thereon now known as and numbered: _____.
- Term:** This Lease shall be for a term of twelve (12) months beginning on the _____ day of _____, _____, and ending on the _____ day of _____, _____. Upon expiration of the stated term, this Lease shall become a month-to-month tenancy, which may be terminated by either Landlord or Tenant giving the other party written notice of intent to terminate. Such notice must be received at least twenty (20) days prior to the last day of the month the Lease is to terminate, excluding date of receipt. All tenancies end at 12:00 p.m. noon, on the last day of the month.
- Rent:** Tenant hereby agrees to pay to Landlord in advance on or before the first day of each and every month, so long as this Lease is in force and effect, rent in the amount of _____ Dollars (\$_____). All rent shall be paid to Landlord at 114 Avenue C, Suite 101, Snohomish, WA 98290, or as otherwise directed in writing by Landlord. Tenant shall pay to Landlord a late charge of Seventy-five and no/100 Dollars (\$75.00), on rent not received by Landlord by 5:00 p.m. on the fifth day of the month. Said late charge shall constitute additional rent due hereunder. Any monies that are received after 5:00 p.m. on the fifth day of the month shall be applied to first to late charges, NSF fees, legal fees, or other default fees before any money is applied to the outstanding rent. The acceptance by Landlord of a late charge or a partial payment of rent shall not waive Landlord’s right to be paid per the terms of this Lease nor shall it affect any notice of legal proceeding in unlawful detainer theretofore given or commenced. A fee of Fifty and no/100 Dollars (\$50.00) will be charged for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.
- Utilities:** Tenant shall promptly pay when due all bills for water, sewer, electricity, telephone, garbage, stormwater and other utilities supplied to the Lease Premises during the Term of this Lease. Upon request of Landlord, Tenant shall promptly deliver adequate proof of the payment of utility bills to Landlord.
- Purpose:** The Leased Premises shall not be used for any purpose other than as a single- family residence for ____ adults and ____ children. Tenant shall permit no guest to stay in the Leased Premises for longer than two (2) weeks without advance written permission of Landlord.

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7. Tenant Duties:

7.1 Cleanliness and Maintenance. Tenant shall keep the Leased Premises in a clean and sanitary condition. Any and all garbage and rubbish shall be stored in containers with sealed lids. Tenant shall contract for garbage service pickup on a weekly basis to avoid unsanitary conditions. Tenant shall keep the premises free from rodents and pests. Tenant shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. Tenant shall continually maintain the Leased Premises, both inside and outside, in the same condition that the Leased Premises was accepted by Tenant. Tenant shall ensure that the Leased Premised is adequately heated during periods of cold weather and that the furnace filter is replaced every three (3) months. Tenant shall be responsible for keeping the gutters clean and the downspouts in working order.

7.2 Grounds. Tenant shall be responsible for normal grounds maintenance during the Term of this Lease. Without limiting the generality of the foregoing language, Tenant shall promptly remove snow and ice from the driveway, walks and steps of the Leased Premises, shall keep the lawn and all shrubbery fertilized and neatly trimmed, healthy and in good appearance, shall keep the planting beds free of weeds with the borders maintained and shall keep all fences in good repair. Tenant shall be responsible for removing any moles and repairing any lawn damage caused by moles. If Tenant fails to perform such maintenance as set forth in paragraphs 7.1 or 7.2, Landlord may (but shall not be obligated to) perform such maintenance and Tenant shall upon demand reimburse Landlord for the cost of such maintenance.

7.3 Rules, Regulations and Conduct. Tenant shall comply with any applicable law or governmental regulations (including without limitation all zoning, building, or sanitary statutes, codes, rules and regulations or ordinances) and any Covenants, Conditions and Restrictions pertaining to the Leased Premises. Tenant shall also comply with any rules, regulations or notices promulgated by the Homeowners Association for the neighborhood where the Leased Premises is located. Tenant shall be responsible for assuring that all persons connected to Tenant, including Tenant, conduct themselves in a manner that will not interfere with his/her neighbor's peaceful enjoyment of their properties. Tenant shall not engage in criminal or illegal drug-related activity at the Leased Premises, nor allow a resident, family member or anyone else to engage in drug-related or criminal activity at the Leased Premises;

7.4 Equipment. Tenant shall properly use, operate, service and maintain all electrical, gas, heating and mechanical equipment, plumbing fixtures and appliances which are a part of the Leased Premises. Tenant shall replace the furnace filter every three (3) months. Any service, maintenance or repairs, other than normal wear and tear, shall be at the expense of Tenant.

7.5 Smoke/Carbon Monoxide Detector. Tenant shall be responsible for maintaining the detection devices in proper operating condition as specified by the manufacturer, including replacement of batteries where required.

7.6 Windows/Screens/Doors/Mirrors. Tenant is responsible for the maintenance of windows, screens, doors and mirrors in the Leased Premises. Tenant shall repair broken glass immediately to avoid further damage to the Leased Premises.

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8. **Parking:** Tenant shall not store goods or equipment or permanently park vehicles (e.g. boats, cars, trucks, trailers, campers, recreational vehicles) in open view on the Leased Premises.
9. **Pets and Animals:** No dogs, cats, birds or other animals shall be kept in or upon the Leased Premises without Landlord's prior written consent obtained in each instance.
10. **Assignment and Subletting:** This Lease shall not be assigned, nor shall all or any part of the Leased Premises be sublet, by Tenant or by operation of law or otherwise without the prior written consent of Landlord.
11. **Additions, Alterations and Repair:** Tenant shall not make any additions or alterations to the Leased Premised, including but not limited to painting or wallpapering, without Landlord's prior written consent obtained in each instance.
12. **Insurance:** Landlord maintains property and casualty, and comprehensive general liability insurance on the Leased Premises. This insurance is solely for the Landlord's benefit and Tenant is not a co-insured under any policy issued for Landlord. Tenant understands and agrees that he/she is wholly responsible for insuring all personal items associated with his/her tenancy and maintaining insurance for his/her benefit and protection. Landlord does not waive any claim or right to subrogation against Tenant.
13. **Inspection and Liability:** Tenant accepts the Leased Premises in their present condition and as more particularly described on the Statement of Condition. Tenant covenants to indemnify and hold Landlord harmless from all liabilities, damages, and other expenses, including reasonable attorney's fee which may be imposed upon, incurred by, or asserted against Landlord by reason of (a) any failure on the part of Tenant under this Lease, or (b) any injury to the person or loss of or damage to property sustained or occurring on the Leased Premised on account of or based upon the act, omission, fault, negligence or misconduct of Tenant or his/her guests or invitees.
14. **Default:** If any rent, or any portion thereof, shall be or remain unpaid when the same becomes due, or if Tenant shall violate or default in any of the covenants, agreements or terms of this Lease, then Landlord shall have the option to declare this Lease terminated. Upon termination of the Lease on account of Tenant's default, Landlord shall have the right to re-enter the Leased Premises and remove all persons and property there from. Notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the Term of this Lease.

In the event Landlord is required to retain the services of an attorney and/or a process server to serve notice as required by RCW 59.12.030(1), (3), (4) or (5), Tenant shall pay Landlord for each occasion upon which any such notice is served, Fifty and no/100 Dollars (\$50.00) as compensation for Landlord's expenses in connection with such notice, which sum shall constitute additional rent due hereunder.

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15. **Attorney Fees.** If as a result of Tenant's default, Landlord retains an attorney to enforce this Lease, Tenant shall reimburse Landlord for attorney's fees and costs incurred in such enforcement, which fees and costs shall constitute additional rent hereunder. In the event of litigation between the parties with respect to this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs of litigation.

16. **Abandonment:** Tenant's unexplained absence from the Leased Premised for seven (7) consecutive days while rent remains due shall be deemed an abandonment of the Leased Premised. Landlord may, at its option, declare the Lease forfeited, consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law and re-rent the Leased Premises. All property on the premises is hereby subject to a lien in favor of Landlord for the payment of all sums due hereunder, to the maximum extent allowed by law.

17. **Entry:** Landlord, or Landlord's agent, shall have the right to enter the Leased Premises prior to the termination of the Lease for the purpose of: (a) inspection, (b) repairs, alterations or improvements, (c) to supply services and (d) to exhibit or display the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant two days advance written notice of intent to enter. Notice shall be deemed given when posted upon the Leased Premises. Access shall be at reasonable times, except in case of emergency or abandonment. Furthermore, at any time within three (3) months before the expiration of the initial Term of this Lease and anytime thereafter, Landlord shall have the right to place and maintain in a conspicuous place on the Leased Premised a notice for letting or selling the same.

18. **Surrender of Premises:** At the end of the Term, or at such other time as this Lease may be terminated, Tenant shall deliver to all keys to the Leased Premised, mailbox keys and garage door opener(s) to Landlord, and shall quit and surrender the Leased Premises to Landlord in as good order and condition as the same were in at the commencement of the Term, ordinary wear and tear excepted.

19. **Notice to Vacate:** Tenant shall give Landlord twenty (20) days written notice of Tenant's intention to vacate the Leased Premises. Such notice must be given at least twenty (20) days prior to the last day of the month in which he/she is vacating. Tenant shall vacate the Leased Premised and deliver the keys and garage door opener(s) to Landlord by no later than 12:00 p.m. noon on the last day of the month. If Tenant does not vacate by 12:00 p.m. noon, Tenant shall be charged a holdover rate of Five and No/100 Dollars (\$5.00) per hour for each hour Tenant remains in possession of the Leased Premises.

20. **Security Deposit:** Tenant has deposited the sum of _____ Dollars (\$_____), receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with: Coastal Community Bank, 2817 Colby Avenue, Everett, WA 98201. All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows: *(continued on following page...)*

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- (a) Tenant shall fully perform its obligations hereunder;
- (b) Tenant shall clean and restore the Leased Premises and return the same to Landlord in its initial condition, except for reasonable wear and tear;
- (c) Tenant shall have remedied or repaired any damage to the Leased Premises; and
- (d) Tenant shall surrender to Landlord the keys to the Leased Premises, mailbox keys and garage door opener(s).

Any refund from security deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within 21 days after the termination of the tenancy and vacation of the premises. Landlord may apply the security deposit to the payment of any sums owing to Landlord in connection with this Lease including, but not limited to, unpaid rent, the cost of cleaning and repairs to the Leased Premises so as to return it to Landlord in its initial condition, except for normal wear and tear, Landlord’s attorney’s fees and costs in enforcing this Lease, and payment of any judgment obtained by Landlord in connection with the enforcement of this Lease or the eviction of Tenant; provided that nothing herein shall be construed as requiring Landlord to apply the security deposit to payment of any such judgment.

21. **Nonrefundable Fee:** Upon termination of the Lease, Tenant shall be charged Two Hundred and no/100 Dollars (\$200.00) as a non-refundable carpet fee and Fifty and no/100 Dollars (\$50.00) to re-key the locks on the Leased Premises.

22. **Mold:** Tenant acknowledges receipt of a pamphlet approved by the Washington State Department of Health about the health hazards associated with exposure to indoor mold.

23. **Severability:** If any provision of this agreement shall be declared unlawful or invalid in any respect, said declaration shall not affect the validity of any other provision of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their hands and seals this _____ day of _____, _____.

Landlord Name: _____
R&R Properties
Signature: _____

Tenant Name: _____
Signature: _____

Tenant Name: _____
Signature: _____

Tenant Name: _____
Signature: _____