

RESIDENTIAL LEASE AGREEMENT AND DEPOSIT RECEIPT

THIS INDENTURE, between _____, hereinafter designated Tenant(s), and Lap Ping Wong, hereinafter designated Landlord, WITNISSETH: that the said Landlord does by these presents lease and demise Apartment __, _____SE Quail Ridge Drive in the city of Pullman, Whitman County, State of Washington, hereinafter designated the Premises, upon the following terms and conditions:

1. TERM: The Premises are leased for a term of _____ months, commencing the day of _____, _____ and terminating on the day of _____, _____.

2. RENT: Tenant shall pay the following:

\$_____per month rent for the Premises;

\$_____per month for clothes washer/dryer rental;

on the first day of the month in advance to Landlord, or to his authorized agent Kelly D. McKennon, at 775 SE Edge Knoll Drive, Pullman, Washington 99163 (or at such other places as may be designated by Landlord from time to time). In the event rent is not paid within five days after due date, Tenant agrees to pay a late charge of \$50 plus interest at 10% per annum on the delinquent amount. Tenant agrees further to pay \$40 for each dishonored bank check. Any unpaid balances remaining after termination of occupancy are subject to 1.5% interest per month or the maximum rate allowed by law.

Landlord may, at Landlord's option, apply funds received from Tenant to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, past due rent and current rent.

If for reason of non-payment of rent Landlord shall give a statutory 3 Day Notice to Pay Rent or Vacate, or if Owner shall lawfully issue any other notice 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 late payment charges provided for above, the sum of \$50 for preparing and giving notice, which shall be paid by the deadline for compliance with the notice.

If Tenant should request to end the lease prematurely, and the Landlord is able to find a new tenant before the end to the Lease, Tenant shall pay the Landlord a sum of \$50 for the inconvenience. This does not in any way remove the Tenant's contractual obligation to finish the Lease should the Landlord fail to find a new tenant.

If Tenant should vacate Premises prior to the expiration of this Lease, Tenant shall be liable for additional rent as provided for in RCW 59.18.310.

3. DEPOSITS: Tenant has made or will make the following deposits:

last month's rent \$_____on or before _____, _____;

damage deposit \$_____on or before _____, _____.

The damage deposit shall be deposited by Landlord in an account with Washington State Employees Credit Union, Pullman, Washington. 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:

(a) Tenant shall fully perform obligations hereunder as required by Washington State Law (Chapter 59.18 Revised Code of Washington, or as such may be subsequently amended);

(b) Tenant shall occupy said Premises for the term agreed to above;

(c) Tenant shall clean, repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacation of residence (a specific statement describing the condition of the Premises at commencement is appended). In particular,

[i] the tenant shall pay to have the carpets cleaned by CHEMDRY at the conclusion of tenancy;

[ii] when the tenant has completed cleaning, preparatory to vacation of Premises, Landlord shall have a professional cleaning person inspect the Premises and, if further cleaning is necessary, the expense of such will be deducted from the damage deposit;

[iii] light bulbs all being working at the beginning of tenancy, Tenant shall have light bulbs appropriate for the various fixtures in working order at the conclusion of tenancy;

[iv] if there is damage to walls or doors, such as for instance small holes from hanging pictures, Tenant shall not attempt to fix them himself, but will have Landlord attend to it (Landlord will deduct cost of such repairs from the damage deposit);

(d) At the surrender of Premises, Tenant shall surrender to Landlord the keys to the Premises and the automatic garage door opener;

(e) The tenant shall have paid his Avista utilities bill in full through the period of tenancy;

At the conclusion of tenancy, Tenant shall provide to Landlord a single forwarding address to which the deposit accounting and refund are to be sent. Any refund will be a single check payable to all the Tenants and they shall apportion any refund among themselves. The Landlord's accounting and refund shall be sent to the Tenant's forwarding address within 21 days after termination of this Lease and vacation of the Premises, conditioned upon Tenant's compliance with this Lease.

In the event cleaning and damage fees should exceed the Damage Deposit amount, Tenant(s) shall have 5 (five) business days from the date of the Landlord's accounting letter to pay the balance in full before late fees are assessed.

4. PET AGREEMENT: Before bringing to or keeping in the Premises a pet or pets, Tenant agrees to obtain permission from Landlord. Permission is given entirely at the discretion of the Landlord and may be denied for any reason he deems appropriate. If pet should become a nuisance to other tenants in the complex, tenant agrees to remove pet from Premises.

Tenant agrees to exercise due care and concern regarding pet's noise and cleanliness. Tenant agrees that under no circumstances shall there be any other pets within or outside the Premises. This includes no "pet-sitting" for any length of time, and no pets belonging to visitors or guests. It is the tenant's responsibility to clean up and dispose of any pet excrement anywhere on the property and on adjacent sidewalks, streets, and neighboring properties. Tenant assumes all costs of restoring Premises as a result of any pet or animal on the Premises including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, yard restoration and cost to analyze floors for presence of animal urine/waste or pest infestation should analysis disclose the presence of such damage. Arrangements have been made for _____ for residence on the Premises.

5. USE: The Premises shall be used exclusively as a residence for no more than ____ persons:

Name: _____ Drivers License: _____ SSN: _____
Name: _____ Drivers License: _____ SSN: _____
Name: _____ Drivers License: _____ SSN: _____
Name: _____ Drivers License: _____ SSN: _____

A guest is defined to be a temporary occupant of three nights' stay or less. No temporary occupant shall reside on the Premises for more than three nights without prior arrangements with Landlord. The Tenant agrees not to sublet said Premises nor to assign this lease or any part thereof without the prior written consent of Landlord. Tenant shall not use said Premises for any purpose other than that of a residence and shall not use said Premises or any part thereof for any illegal purpose. Lessee agrees to conform to municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such Premises.

6. ACCESS: Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said Premises for thirty days prior to the vacation of said Premises. Landlord reserves the right of access to the Premises for the purposes:

- (a) inspection;
- (b) repairs, alterations or improvements;
- (c) supply services; and
- (d) to exhibit or display the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Access shall be at reasonable times and with two days notice, except in the case of emergency or abandonment. Access to water softeners for servicing at twelve week intervals will be permitted according to a schedule provided by the Landlord. Access to check smoke detectors and fire extinguishers shall be permitted on the first Sunday afternoon of July. If tenant is not home on the scheduled times, Landlord or his designated representative (along with the Culligan service man) has the right to enter the Premises using his passkey to perform the requisite services.

7. ALTERATIONS: Lessee agrees not to make alterations or do or cause to be done any painting or wallpapering to said Premises without the prior written consent of Landlord.

8. LEGAL ACTIONS: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that this Lease will be governed by the laws of the State of Washington and that the venue of any legal action brought under the terms of this lease will be in Whitman County, Washington.

9. DEFAULT: If Tenant should abandon or vacate the property, while in default of the payment of rent, the Landlord may consider any property left on the Premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord should reasonably believe that such abandoned property have no value, such property may be discarded. 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. In the event of default by Tenant, Landlord may elect to

(a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes, due, or

(b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages Landlord may incur by reason of the breach of the lease, including the cost of recovering the Premises, and including, at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term should exceed the amount of such rental loss which Tenant should prove could reasonably have been avoided.

10. INDEMNIFICATION: Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Landlord, his agents, or his employees. Tenant agrees to hold Landlord harmless from any claims for damages no matter how caused, except for injury or damages for which Landlord is legally responsible.

11. TENANT'S OBLIGATIONS: Tenant shall:

- (a) keep said Premises in a clean and sanitary condition;
- (b) properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation for infestation caused by Tenant;
- (c) properly use and operate all electrical, gas, heating, plumbing, facilities, fixtures and appliances (pursuant to RCW 19.27A.060 the State of Washington requires that upon occupancy the temperature control in an accessible domestic hot-

water heater within a rental dwelling be set no higher than 120 degrees Fahrenheit – Tenant acknowledges that, if accessible, Tenant has inspected the hot-water heater and to the best of the Tenant's knowledge does not believe it to be set higher than 120 degrees Fahrenheit);

(d) not intentionally or negligently destroy, deface, damage, impair or remove any part of the Premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of his family, invitee, licensee, or other person acting under his control to do so;

(e) not permit a nuisance or common waste;

(f) supervise all children visiting Tenant in a manner to maintain quiet and peaceful Premises;

(g) keep sidewalk of said Premises free and clear of all obstructions;

(h) replace in a neat and workmanlike manner all glass and doors broken during the period of occupancy;

(i) use due precaution against freezing of water or waste pipes and stoppage of same in and about said Premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby;

(j) keep temperature in apartment at all times at least 45 degrees Fahrenheit;

(k) have the gas and electricity put in the Tenant's name (with Avista) as of the first day of tenancy and pay the utility bills throughout the duration of the contract, not having service shut off during that period;

(l) shall not use Premises for any business purposes regardless of whether such business may be authorized by local law as a legal home occupation, including, but not limited to, garage/yard sales and private lessons/tutoring;

(m) shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located, with special emphasis placed on the Landlord's prohibition on the use of the Premises for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use – Tenant shall keep the Premises free of illegal drugs, and not permit use the same on the Premises – Tenant agrees not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other tenants or endanger the health, safety or well being of any other tenant, family member, guest or invitee;

(n) to notify and deliver to Landlord any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Landlord by any governmental agency resulting from Tenant's negligent behavior, including but not limited to, a failure to observe burn bans, or Tenant's maintenance of a nuisance shall be the responsibility of the Tenant to pay;

(o) Tenant shall reimburse Landlord immediately upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Tenant, their invitees, family or guests. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Tenant shall not be deemed a waiver thereof – Landlord may demand the same at any time;

(p) Tenant shall notify landlord immediately of any necessary repairs or damage to Premises;

(q) Tenant shall be responsible for any damage resulting from windows or doors being left open and Tenant shall keep windows closed when building is being power-washed in the latter part of the summer;

(r) Tenant agrees not to store any hazardous material including, but not limited to asbestos, petroleum and petroleum by-products, old batteries or paint on the Premises or property.

12. LANDLORD'S OBLIGATIONS: Landlord shall:

(a) keep the Premises fit for human habitation;

(b) maintain the Premises to substantially comply with any applicable code, statute, ordinance, or regulation governing their maintenance or operation, which the legislative body enacting the applicable code, statute, ordinance, or regulation could enforce as to the Premises rented;

(c) maintain all structural components in good repair;

(d) keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident;

(e) provide a reasonable program for the control of infestation by insects and rodents;

(f) except where the condition is attributable to normal wear and tear, make repairs and arrangements necessary to put and keep the Premises in as good condition as it by law or rental agreement would have been, at the commencement of the tenancy;

(g) provide reasonably adequate locks and furnish keys to Tenant;

(h) maintain all electrical, plumbing, heating, and other facilities and appliances supplied by him in reasonably good working order;

(i) maintain the dwelling unit in reasonably good weather-tight condition;

(j) immediately notify tenant, by certified mail or updated posting, of any changes as to the person or address of Landlord.

13. INSURANCE ON PERSONAL POSSESSIONS: Landlord suggests that Tenant consider obtaining "Renter's Insurance" covering Tenant's personal possessions from injury due to fire, water, burglary, vandalism, theft, or other causes, as the Owner shall not be liable for any such loss or damage.

14. NOTICES: Any notice which either party may give, or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the Premises or to Landlord at 775 SE Edge Knoll Drive, Pullman, Washington 99163, or at such other

places as may be designated by the parties from time to time.

15. SURRENDER OF PREMISES: In the event of default in payment of any installment of rent or at the expiration of said term of this lease, at request of Landlord, Tenant will quit and surrender the said Premises to Landlord.

16. UTILITIES: Tenant shall pay for service and utilities supplied to the Premises, except water, garbage, and water softening, which will be furnished by the landlord.

17. WAIVER: No failure of Landlord to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Landlord shall not waive his right to enforce any term hereof.

18. ACKNOWLEDGEMENTS AND ATTACHMENTS:

(a) Tenant acknowledges he will sign a written statement of condition of Premises prior to occupying the Premises;

(b) Tenant acknowledges that smoke detectors have been installed in the unit and are working, and battery operated. Battery replacement is Tenant's responsibility;

(c) Tenant acknowledges responsibility for the care and upkeep of the walk-way leading to Premises door;

(d) Tenant acknowledges that two off-street parking spaces (including garage) are provided, and that under no circumstances shall cars, motorcycles, mopeds, trailers, or campers shall be parked in any other location on the Premises. Tenant agrees not to park, or to permit guests to park cars in the common area of the driveway between garages;

(e) Tenant agrees that these Premises will not be used for parties under any circumstances, and that occupants, Tenant's family and guests shall have due regard for the peace, comfort, and enjoyment of surrounding tenants and neighbors. Musical instruments, radios, television, CD players, tape decks, etc., shall be played only during reasonable hours and at reasonable volumes;

(f) Tenant agrees not to install on trees or deck or other parts of the building wires, aerials for TV or radio, or wires or ropes etc. for drying clothes or to hang signs or placards in or around the building;

(h) Tenant agrees that water beds and aquariums are allowed only with permission of the Landlord;

(i) Tenant agrees neither to smoke nor permit smoking in the apartment, or within 100 feet of any living units on the Premises – this includes in particular the smoking of marijuana or tobacco;

(j) Tenant agrees to surrender apartment to landlord by 8AM of the last day of tenancy, that the landlord may have time to repair damage and clean;

(k) Tenant acknowledges that a carbon monoxide detector has been installed in the unit;

(l) Tenant agrees not to place personal property on grounds outside the apartment unit without permission of the Landlord;

(m) Landlord disclaims any warranties or representation that it will be liable to Tenant, Tenant's family, agents, invitees, employees or servants for any damages or losses to person or property caused by Tenant or the property or other persons. Tenant understands that Landlord and his legal representatives do not guarantee, warrant or assure Tenant's personal security and are limited in their ability to provide protection. Tenant acknowledges that he, she or they should not rely upon security devices or measures which may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant acknowledges that he, she or they should protect themselves and their property as if these devices or measures did not exist. Tenant understands that any proactive steps Landlord has taken are neither a guarantee nor a warranty that there will be no criminal acts or that Tenant will be free from violent tendencies or third persons. Tenant has been informed and understands and agrees that personal safety and security for Tenant's own personal responsibility. Harassment or intimidation or a resident, guest, Landlord or Landlord's agent is prohibited;

(n) In the event of damage to the Premises by fire, water or other hazard, and the damages are such that Tenant's occupancy can be continued, Landlord shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in the Landlord's opinion, the Premises are so damaged as to be unfit for occupancy, and Landlord elects to make such repairs, the rent provided for herein shall abate during this period. Under no circumstances, terms or condition shall rent abate if damages are caused by Tenant. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of Landlord, incapable of being satisfactorily repaired, then this Lease shall terminate and Tenant shall immediately vacate. In such case Tenant shall pay rent up to the day Tenant vacates the Premises.

19. FAILURE TO ABIDE BY THIS LEASE IS JUSTIFICATION FOR EVICTION.

20. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

THIS IS A BINDING AND LEGAL CONTRACT. PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS CONTENTS BEFORE SIGNING. EACH SIGNER ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

_____ DATE: _____
DATE: _____
DATE: _____

CONDITIONS OF PREMISES

1. Carpet is clean.
2. The following appliances are present and in working order: water softener, hot water heater, furnace, garbage disposal, dishwasher, refrigerator, electric range, clothes washer, clothes dryer.
3. Electrical system (including light bulbs and smoke detectors) is in good working order.
4. Garage door and opener are in good working order.
5. Premises are clean.
6. Any items on Premises not in order are listed below: