

RESIDENTIAL LEASE AGREEMENT AND DEPOSIT RECEIPT

THIS INDENTURE, between _____, hereinafter designated Tenant, and Lapping 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 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 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 \$20 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.

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

last month's rent \$_____ on _____ , _____;

damage deposit \$_____ on _____ , _____.

Receipt of \$_____ is hereby acknowledged by Landlord.

The damage deposit shall be deposited by Landlord in an account with Bank of Whitman, 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 carpet will be cleaned by the landlord at the beginning of tenancy, and the tenant will 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 will 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) Any refund of all or part of deposit, as by itemized statement shown to be due Tenant, shall be returned to Tenant within fourteen days after termination of this tenancy, unless damage caused by Tenant is of such a nature as to render its repair impossible within that time period.

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. 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 will be permitted on the first Sunday afternoons of July, September, November, January, March, and May. Access to check smoke detectors and fire extinguishers shall be permitted on the first Sunday afternoon of July. If tenant is not home when Landlord arrives on these Sundays, Landlord 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. COSTS AND ATTORNEY'S FEES: 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 the venue of any legal action brought under the terms of this lease may be in the county in which premises are situated.

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;
- (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 Tenants 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.

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, Lessee 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.

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 OF THE SIGNERS ACKNOWLEDGE RECEIPT OF A COPY HEREOF. ■

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: