



LAKEWAY REALTY, INC

3547 LAKEWAY DR. BELLINGHAM, WA 98229
(360) 733-4009 FAX (360)733-4513

RENTAL AGREEMENT

Dated _____ 20____

1. Received of _____ hereinafter called the "Tenant(s)", the sum of \$ _____, as a deposit on the rent of _____, city of _____, state of Washington. Rental unit to be occupied as a dwelling and for no other purpose. Tenant(s) agree to pay balance of said rental on or before _____, 20____. In the event of the residents failure to pay such balance on the date agreed, the deposit shall be forfeited at the discretion of the owner or his agent. Rental to begin on _____, 20____. Rent shall be \$ _____/month for the above premises payable in advance in accordance with the terms of this Agreement, and \$ _____ is received as payment for the first month's rent of this agreement. All provisions of this Agreement shall remain in force regardless of any future change in the rental rate.
2. In consideration of the strict performance of all the terms and conditions of this rental agreement by the resident, said premises are rented to the Tenant(s) for the sole occupancy by _____ adults and _____ minors consisting of (names):

Additional occupants are strictly prohibited except on written consent of the owner or his agent, which consent may be withheld at the owner's sole discretion. Persons in addition to those listed above who remain over 7 days will be considered additional occupants and an additional payment of \$ _____ per day per person and/or termination of tenancy will result. Contact information of the above-named Tenant(s) will be kept current with the Landlord at all times. If contact information is not kept current, there will be a \$25.00 fee for each item not updated, i.e., telephone number or e-mail address.
3. The cleaning, damage, and security deposit of \$ _____ is required. The deposit terms are governed by the deposit agreement attached here to and by reference made a part hereof.
4. Tenant(s) agree to have all services and utilities (where applicable) transferred into one of the Tenant(s)'s names no more than five (5) business days after taking possession of the premises. A \$200.00 penalty will be charged **EVERY MONTH** for each service or utility not transferred. This includes but is not limited to: garbage, gas, electric, phone, etc. The Tenant(s) agree to pay all utilities on a timely basis. Tenants are to pay all utilities, including water/sewer and garbage.
5. The Tenant(s) accept the premises in its present condition. Tenant(s) agree that they have all had an adequate opportunity to inspect and review the premises prior to entering into this Agreement. No alterations or painting to be done without written permission from the owner. Tenant(s) shall not remove any furnishings from the premises. **NO WATERBEDS ALLOWED.**
6. This agreement may not be assigned by Tenant(s), nor the unit sublet by Tenant(s) without written approval of the owner or his agent, which consent may withheld in the sole discretion of owner or his agent. Upon approval of lease assignment by owner or his agent, the Tenant(s) leaving the lease will be responsible for a \$200.00 Lease Assumption Fee. Any and all lease assumptions will not be approved if there is an outstanding balance on the rental property.
7. Tenant(s) shall not hold owner or his agent liable in any manner for or on account of any loss or damage sustained by action of any third party, including but not limited to fire, water, theft or the clement or for loss of any articles from any cause, from said premises or any part of said building. Owner shall not be liable for any damage or injury to Tenant(s), or any guests, or to any property occurring on the premises, or any part thereof, unless such damage is the proximate result of the negligence or unlawful act of owner or agents. Tenant(s) agree(s) to hold owner harmless from any claims for damages no matter how caused, except for injury or damages for which owner is legally responsible. Tenant(s) is/are responsible for insurance coverage on personal effects; proof of coverage shall be provided to Lakeway Realty. Owner or agent is not liable for any such loss or damage, except as provided by law.
8. **NO PETS** allowed by residents or guests except by written permission of the owner, and any violation of this rule will result in a 3-day eviction notice, and forfeiture of the deposit.
9. All Rental Units are **NON-SMOKING UNITS**. This means no cigarettes, cigars, pipes, e-cigarettes or marijuana. Please observe the 24 foot State of Washington limit for smoking outside of a building.
10. The resident shall give a written notice of at least 20 days prior to the day when rent is due to the owner of intent to vacate. After serving such notice resident agrees to keep premises clean and will allow showing of said premises at all reasonable times by owner or his agent to prospective renters.
11. The owner agrees to give the resident 20-day notice in writing to vacate, prior to the date rent due and the resident agrees to surrender the premises and keys at the end of 20 days.
12. No unlawful activity is allowed on the premises, and any violation will result in termination of tenancy in 3 days. No operation of any type of business is allowed. Fines for any unlawful activity brought to the attention of the Lakeway Realty will result in a fine of \$100.00 for the first offense, \$200.00 for the second offense, and \$500.00 for third and any subsequent offenses.
13. In the event legal counsel is engaged to enforce or interpret any of the terms or provisions of this Agreement, including but not limited to unlawful detainer proceedings or even a small claims matter, the prevailing party shall be entitled to any award of reasonable attorney's fees and costs, process service fees, and reasonable collection/administrative fees.
14. If the resident(s) abandons the premises, the owner may immediately re-enter and take possession and re-rent the premises. The resident(s) shall nevertheless remain liable for attorney fees, costs, rent and damages as allowed by law.
15. All rent money is due on or before the first day of each month. Failure to pay rent on or before the end of the 5th day of the month will result in a late charge of \$25.00. Rent un-paid on or before the end of the 10th day of the month will result in additional late fees of \$25.00 which would total to \$50.00. Rents may be mailed directly or paid in person at Lakeway Realty Inc., 3547 Lakeway Drive, Monday-Friday 8:00am-5:00pm and must arrive on or before date due. **CASH PAYMENTS ARE NO LONGER ACCEPTED.** Tenants may pay online through the link on our website. All legal tenants are jointly and severally responsible to pay the entire rent balance on the property each month.

16. Time is of the essence of this agreement and all rent is payable in advance. Any failure by the resident to pay rent or other charges or vacate the premises after service of a three (3) day notice shall result in eviction.
17. There is a \$30.00 charge for each check returned by Tenant(s) bank, i.e., NSF (Not Sufficient Funds) or Payment Stopped.
18. Tenant(s) is/are responsible for mowing the lawn and maintaining flowerbeds as often as necessary during the growing period. If the yard and flowerbeds are not maintained (including if the yard becomes 6 (six) inches or higher), it will be done professionally at the residents expense (the cost of lawn care), in addition to a \$25.00 administrative fee for each occurrence.
19. Tenant(s) agrees to pay a \$35.00 service charge for the preparation, processing, and issuance of three-day notices for nonpayment and ten-day notices to comply for material breach of lease terms, whether or not a lawsuit is filed. Any costs and attorney's fees incurred by the Owner or agent as a result of the Tenant(s)' failure to pay rent, installment payments, late fees, or breach of lease terms shall be paid by the Tenant(s). Landlord will terminate tenancy if the Tenant(s) fails to pay rent or comply with a material term of this Agreement, commits waste, or maintains a nuisance.
20. Tenant(s) is/are responsible for ALL NEW glass breakage from any cause.
21. Tenant(s) agree to always maintain the temperature inside the premises above sixty (60) degrees Fahrenheit, even during times when the Tenant(s) are away from the premises for any reason or any length of time. Failure to do so can result in mold in the premises and freezing pipes. Any damage to the Premises resulting from inadequate heat inside the Premises, including but not limited to broken water pipes, will be the sole responsibility of the Tenant(s). Tenant(s) is responsible for all damage caused from pipes freezing if Tenant(s) does not keep the heat on during freezing season. Pursuant to Engrossed Senate Bill (ESB) 5049 Landlord is required to notify their Tenant(s) about Mold. The Tenant(s) acknowledge(s) receiving the pamphlet entitled "Got Mold? Frequently Asked Questions About Mold."
22. Tenant(s) shall not utilize a space heater within the premises except on a temporary basis. Utilizing a space heater does not adequately heat the entire premises which can cause mold and be a freezing danger. Additionally, space heaters when left unattended create a dangerous condition.
23. All tenancies end at 12:00 noon on the last day of the lease or rental period.
24. The foregoing constitutes the entire Lease Agreement between the parties and may only be modified in writing and signed by all parties. It is expressly understood that this Agreement is between the owner and each signatory jointly and severally. If more than one individual has signed this Lease Agreement, each signatory shall be jointly and severally liable hereunder for payment and performance of all obligations of the Tenant(s), including any arising during any extension, renewal, or hold over periods. All persons signing as Tenant(s), including Tenant(s)'s guarantors, are collectively referred to as Tenant(s). Service of any notice or demand upon one of the Tenant(s) shall constitute notice to all others listed as Tenant(s) and all other occupants at the premises. Notices of breach of this Lease Agreement issued by the Landlord shall not release the Tenant(s) from liability for the full performance of obligation hereunder.
25. Tenant(s) acknowledge and the owner/agent certifies that the premises is equipped with smoke detector(s) and CO₂ detector(s) as required by RCW 48.48.140 and that the detector(s) have been tested and are operable as of the execution of this Lease Agreement. It is the Tenant(s) responsibility to maintain the smoke detector(s) and CO₂ detector(s) as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain the smoke detector(s) and CO₂ detector(s) can result in punishment including a fine of not more than \$200.00 pursuant to RCW 48.48.140. If the smoke detector(s) and CO₂ detector(s) are not working, Tenant(s) agree to inform the owner or agent immediately in writing. Tenant(s) are also prohibited from removing any City of Bellingham Rental Certificate from the Premises. Removal of Rental Certificate from the premises will result in a fee of \$100.00.

The undersigned have read the above rental agreement and rules and regulations, and agree to abide by same.

Name	Date	Name	Date
Name	Date	Name	Date
Name	Date	Name	Date
Name	Date	Name	Date
Name	Date	Name	Date

Owner/Agent