

MONTHLY RENTAL AGREEMENT - SEATTLE

(Applicable to rental properties within the City of Seattle)

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Date _____

1. **TENANT HEREBY RENTS** premises at _____
_____ WA _____ Unit _____
2. **TENANT SHALL OCCUPY** and rent said premises on a month-to-month rental basis subject to the Washington State Landlord Tenant Act Title 59, and all applicable Seattle landlord/tenant ordinances.
3. **OCCUPANCY SHALL BE LIMITED** jointly and severally to the following persons (adults and children). *Note: Landlord or agent must approve sublet of premises, or over-night visitors staying more than 7 consecutive or 14 total days.*

Provision for *pets/animals*: _____ *smoking*: _____ *no. vehicles*: _____ *RV/Boats*: _____.

4. **TENANT TO PAY** a monthly rent of \$ _____ per month *by the first day* of each month (or monthly period) to landlord or agent beginning on (date) _____; pay \$ _____ any pro-rata rent for the period _____ through _____; and pay \$ _____ towards last month's rent.
Additional parking or other monthly fees, if any: \$ _____ to cover _____.

5. **UTILITIES** paid by landlord (checked): _____ cable TV, _____ electric, _____ gas, _____ water, _____ sewer, _____ garbage, _____ (other) _____. *Tenant must pay all other utilities; failure to call in may result in a \$35 landlord charge.*

6. **TENANT TO PAY** a security fee of \$ _____, of which \$ _____ shall be nonrefundable to cover: _____ . After additional deductions for cleaning and repairs necessary to restore the premises to its original condition (less allowance for reasonable wear and tear), along with deductions for any rent due (including rent loss during periods of restoration), late fee, caused inspection/eviction, utility, notice, legal and any breach of contract costs, the balance of the security fee shall be refunded **PROVIDED**:

- a) Said premises are kept picked up and neat following notice of vacancy (for showing to prospective tenants);
- b) Tenants agree and cooperate to the showing of the premises to prospective tenants at reasonable times;
- c) No evidence of non-approved pets (odors, stains, droppings, fleas); no unauthorized smoking, painting or remodeling;
- d) Lawn is mowed, all grounds are cleared (as applicable); all waste is hauled away; all occupants/belongings are removed;
- e) Landlord or agent was notified per Item 10 below; or landlord/agent agreed with tenant to an exception; and
- f) _____ door, _____ laundry, _____ garage door, and _____ mail box keys are returned to landlord or agent (plus any copies).

Any refundable pre-paid rent shall first apply to final balances due landlord not covered by security fee. Refund checks void if not cashed or deposited within 90 days. *For tenant-responsible damages or neglect during tenancy, costs may be deducted anytime from the security fee following 10-day written notice to cure, with 30-day deadline for tenant to replenish fee.*

7. **TENANT AGREES AND UNDERSTANDS** that any of said security fee *may not* be applied by the tenant *toward rent* at any time. *Any security fee refund or shortage*, as per itemized statement (or estimate), shall be processed *between* 2 and 14 days following rental agreement termination and vacation of the premises. The security fee held in trust per RCW59.18.270.
8. **DELIVERY OF RENT**: All due on the *first day of each monthly rental period*, it is absolutely the responsibility of the *tenant* to mail/deliver rent payment (cash, check, money order/cashier check, direct deposit, etc., at landlord/agent option) to the following address or location: _____ Landlord/agent will not be responsible for any lost or missing cash payments *not personally handed to landlord/agent*. If by start date, tenant fails to call/show up, get keys, and pay all move-in money due, landlord/agent may immediately terminate agreement/no refunds.
9. **LATE/NSF/DEFAULT RENT**: Any rent due *not paid by the 4th day* of the monthly rental period is subject to a **\$40.00 late fee** charge with an additional **\$10.00** for each late day thereafter, *including immediate late fee billing and eviction notice*. Late fees assessed concurrent with rent due shall be considered rent as due. *NSF checks shall be assessed \$30.00 each*. If tenant defaults in rent payment, is absent from the premises without notice, and there is reason or cause to believe tenant is terminating occupancy, the premises will be *considered abandoned*, entitling landlord or agent to post notice, *take immediate possession, change locks, and store any remaining items*.

10. **NOTICES**: Tenant shall give the landlord or agent at least 20 days' written notice *prior to the end of the monthly rental period* of intention to vacate the premises. (*Shorter* notices, or notices *other* than for the end of the period, require *approval* of landlord.) Landlord/agent may give notice to vacate as provided in Seattle's Eviction for Cause ordinance. Tenant shall, at the expiration of either and all notices, surrender the premises and keys to the landlord or agent in accordance with this agreement.

Maintenance & Showing: Following proper landlord/agent notice, tenant shall allow access to unit at reasonable times. Tenant failure to so honor access is cause to assess tenant for any service cancellation costs, and \$100 per RCW 59.18.150(5).

Changing Premises: If tenant relocates to another unit of the landlord, a relocation fee may be charged in addition to any cleaning or damage charges against the previous unit. Security fees and credit for rent shall transfer to the new unit.

11. **SIGNS/ACCESS:** Landlord/agent may enter yard and place/maintain business signs/postings (e.g. rent, lease, sale) on the premises as deemed necessary for business. Also, landlord/agent may enter the tenant's premises for: (1) inspection; (2) cleaning, repairs or alterations; (3) other services; or (4) showing premises; **provided**, access is at reasonable times with proper notice (**no notice** required for emergency, end/term, abandonment). Tenant notice to vacate, or request for service or repairs, shall constitute tenant-approved notice of respective access by landlord or agent (in absence of other arrangements).
12. **PUBLIC SAFETY:** Dwelling is equipped with ___hard-wired and/or ___battery-operated smoke/heat detectors, and ___CO alarms in working order. Tenant is responsible to maintain the devices in working order; tenant failure to comply includes a \$200 fine per RCW 43.44.110(4). **If any device is later found inoperable, landlord may charge tenant a \$50 compliance fee/each.** If duplex, multiplex or apartment: the building has a sprinkler system ___yes ___no; a fire alarm system ___yes ___no. Unless attached or noted, the building does not have a smoking policy, nor an emergency notification, relocation or evacuation plan for occupants. The premises may include individuals that have or will commit criminal acts; **report** all suspicious activities to police. Tenant **will not** knowingly/freely give unit keys to outsiders, nor allow entry of any felon, law violator or repeat abuser without landlord written approval. **Intentional and malicious property damage, impair, removal or deface by tenant is a criminal offense under 9A.52 RCW.**
13. **CHANGE IN TERMS OR RENT:** Requires written approval of all affected parties anytime, **or 30-day notice** by landlord/agent. Monthly rent increases totaling more than 10% within a 12-month period require **60 day** written notice. All other provisions shall remain intact.
14. **INSURANCE/REPAIRS:** Tenants should obtain insurance on their personal property to include theft, vandalism, pests, accident, storm, cold or heat, mold, flood, water, and electrical damages, as a minimum. (*Landlord/agent not responsible for damaged/missing tenant property.*) Landlord/agent will promptly respond to tenant written requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of landlord repairs or other activities.
15. **ATTORNEY/COLLECTION/SERVICE FEES:** Tenant agrees to pay all landlord/agent charges including 12% annual interest on delinquent accounts, and all reasonable attorney/collection fees necessary for any action arising out of tenant default/breach.
16. **PREMISES USE:** Tenant shall not use said or neighboring premises for any illegal purpose, or for any other purpose than that of a residence. No excessive traffic or visitors (e.g. more than 3-4 drive-ups or walk-ins per day) without landlord/agent approval. Tenant shall not allow entry of anyone in violation of court protection orders. Tenant to conform to all covenants, codes, statutes, ordinances; and landlord/agent rules regarding occupancy. **Absolutely no unlawful drugs excessive drinking, public disturbances, verbal abuse/spiteful threats, unauthorized pets/firearms/smoking on premises. Violations are cause for eviction.**
17. **OPERATION, MAINTENANCE, STORAGE, ALTERATIONS TO PREMISES:** On a **continuing** basis, tenant agrees to:
 - (a) **Keep premises** in a clean, neat, and sanitary condition; no parking, storage or accumulation of debris on lawn or yard;
 - (b) **Dispose of** all rubbish, garbage, and waste in a clean and sanitary manner--at reasonable intervals--and assume all costs of extermination and fumigation for infestation caused by tenant; not feed straying pets or animals; not temporarily host pets;
 - (c) **Properly ventilate and operate** all electrical, gas, heating, plumbing, septic, facilities, fixtures, doors, windows, locks, and appliances; No portable kerosene/gas/incense burning; **keep** hot water tank at 120 degree max; **limit** candle burning; no excessive odorous chemicals/sprays/vapors; **restrict** toilets to biological waste and tissue paper; keep drains clear;
 - (d) **No BBQs or open fires** in units or under eaves, canopies, balcony overheads, or under building structures or covers; (*Note: Carbon monoxide (CO) is a very poisonous combustion gas that cannot be seen or smelled, and can afflict or kill!*)
 - (e) **Pay for, replace or repair in landlord-approved** manner, all items (including doors, windows, locks, smoke/heat/CO alarms) damaged or made inoperable during occupancy; correct/repair plumbing and fixtures clogged or broken by misuse or neglect; and where applicable, use due precaution against freezing or stoppage of water pipes in and around the premises;
 - (f) **Report all** plumbing/roof/ water leaks, **and** all mold, code and other hazardous conditions to landlord/agent within 48 hours to avoid charges for inspections, presumptive damages & added utility fees **caused by** lack of timely reporting **to landlord**;
 - (g) **Not deface, damage, impair, or remove** any property, facilities, equipment, and appliances; not install TV/radio antennas, decorations, signs, postings, or other equipment without landlord/agent approval except as authorized under FCC regulations; For any installations, landlord/agent may assess an added refundable \$250 security fee to cover removal costs;
 - (h) **Not grow** medically-approved or other marijuana in or around the premises; **limit supply** for own medical purposes per RCW 69.51A.040; **not smoke/vaporize** same anywhere inside premises, nor in any unauthorized outside areas;
 - (i) **Not make unauthorized alterations**, climb ladders/roofs, paint/wallpaper, change fixtures/locks, run dangerous equipment;
 - (j) **Not store non-operating vehicles**, nor boats, RV's, motor cycles, trailers, firearms, equipment, tools, hazardous materials, liquids, paints, fuels/oils, chemicals, waste or non-using items on premises without landlord/agent approval; no waterbeds;
 - (k) **Maintain reasonable peace and quiet** with other tenants/neighbors and pay for any caused damages therein; no fireworks; No disturbing TV's, sound systems, musical instruments, or other disturbing activities; No fireworks of any kind.

- 18. **MOLD/LEAD PAINT/SEATTLE PAMPHLETS:** ___ Copy of Seattle Landlord-Tenant Law s & Pamphlet is provided: ___ Copy of State-approved mold information hand-out is provided, or ___ posted on the premises per RCW 59.18.060(12). For pre-1978 housing, ___ a federal-approved pamphlet on lead poison prevention is also provided. **BEWARE:** Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...*especially children!*
- 19. **YARD/OUTSIDE PREMISES:** Where applicable (y/n)_____, tenant agrees to mow, water, weed, and maintain grounds in good condition (subject to any landlord specifics); and to keep own driveways, walks, porches, and garages clean and clear of obstructions, and pay costs of any used utility. Failure to comply following notice will result in charges to tenant for necessary remedy. Landlord/agent may reasonably enter yard/buildings without notice to service common areas and outside yard/structures. No trampolines/swimming pools/swings/climbing sets, or other “*attractive nuisances*” without written approval of landlord/agent. **Unauthorized parking, storage, accumulation of waste may be assessed up to \$10.00 per day per violation.**
- 20. **FURNISHINGS PROVIDED:** Included are stove, refrigerator, drapes, shades, curtains, smoke/CO alarms, and cable boxes in place upon move-in, and also the following:_____
- 21. **MOVE-IN CONDITION REPORT:** The landlord/manager and tenant each state they have inspected the premises to be rented, including the walls, floors, countertops, carpets, drapes, applicable furniture, and appliances in each room; and all windows, doors, locks, smoke/CO alarms, electrical features, faucets and plumbing fixtures, etc. **Subject to any defects reported below (#23) or within 30 days (#22),** all items in the premises were inspected and initially found clean, undamaged, and in good working order.
- 22. **CONDITION REPORT UP-DATE:** *Tenant to complete and return any/all condition report up-dates by 30 days of move-in.*
- 23. **OTHER/ADDENDUM:** _____

Parking Assignment: _____ *Carpets - Special Note:* _____
Landlord/agent not liable for any violations/repairs not first reported in writing by tenant to landlord/agent in a timely manner. Tenant is responsible and liable for all adverse activities and consequences of all occupants, guests, and known intruders.

- 24. **DELIVERY OF POSSESSION:** If for any reason landlord or agent fails to deliver possession of these premises at the start of this agreement, rent shall be abated until tenant possession. All other aspects of this agreement shall remain in full force. In no event shall landlord or agent be liable for damages caused by failure to deliver possession of the premises. If possession is not given tenant within 7 days of the start date, tenant may terminate this agreement with full refund by giving written notice.
- 25. **EVICITION PURSUANT TO WRIT OF RESTITUTION:** Tenant(s) HEREBY OBJECTS to the storage of their personal property. Tenant(s) understand this will result in their property being placed on the nearest public right-of-way.
- 26. **RECEIPT OF MONEY PAID:** Tenant has paid \$ _____ in _____ for security fee; and paid \$ _____ in _____ for rent covering period _____ through _____.
 In addition: _____
- 27. **IN WITNESS,** tenant(s) and landlord/agent have reviewed this rental agreement as completed, and hereby finds it severable and reasonable, and agrees to same as provided or modified per RCW 59.18 (Washington State Landlord-Tenant Law).

 (All Occupants 18 or Older Sign)

 (Landlord/Manager Sign) (Landlord/Manager Address) (Landlord/Manager Phone)

- 28. **CO-SIGNER AGREEMENT** (optional): Co-signer agrees to assure, guarantee, and not contest performance of this agreement, and to pay a \$ _____ performance fee (refundable less any remaining amounts due not covered by the security fee).

 (Signature) (Printed Name) (Soc Sec Number)

 (Phone) (Address) (City, State, Zip)