

# Windermere Property Management



541 W. Bakerview Road • Bellingham, WA 98226  
(360) 733-7944

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

This **LEASE CONTRACT**, made in duplicate this <<Lease Creation Date>>, between Windermere Management by Ebright Wight LLC, hereinafter referred to as "Agent" for the owner of the Rental property, and the following named person(s), hereinafter referred to as "Tenant(s)":

<<Tenants (Financially Responsible)>>

### 1.2 WITNESS

The Owner does hereby lease to the Tenant, and Tenant does hereby lease from Owner, those certain premises located at:

<<Unit Address>>

Described as follows: <<Bedrooms>>Bed,<<Bathrooms>>Bath property.

### 1.3 LEASE TERM:

The term of this lease shall commence on <<Lease Start Date>> and end on <<Lease End Date>>.

**BREAKING A LEASE IS NOT PERMITTED.** This is a legal and binding agreement. Tenant is responsible for rent and all lease obligations until the end of the noted term, and when entering into a month-to-month term. If this lease is not renewed for an additional specified term, it then becomes a month-to-month agreement. To end a month-to-month agreement, notice must be given in writing 20 days prior to the end of the last month of the agreement. Improper notice will cause Tenant to be responsible for rent, utility charges, lawn maintenance, advertising and any charges for which the tenant is responsible under this lease. In addition, an administration fee of up to one half of one month's rent will be charged as well as all other tenant expenses applicable to the re-renting of the property. Tenant shall forfeit all rights to the deposit if lease agreement is not fulfilled.

### 1.4 UTILITIES:

Tenant shall be responsible for the payment of the following utilities and services:

<<Utilities Included>>

all others shall be paid by the Owner.

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

### 1.5 MONTHLY RENTAL:

All move in funds will be due by your move in date of <<Move-in Date>>, paid with a cashiers check or money order.

Total charges :

Rental Rate effective <<Lease Start Date>>:	<<Monthly Rent>>
(Prorate) rent of Prorated days days (to the first) \$Daily rate amount	<<Prorated Charges>>
Application Fee:	\$Application Fee
Administrative Fee:	\$150.00
Total Security Deposit:	\$Total Security Deposit
Non-refundable Pet Fee:	\$Nonrefundable Pet Fee
Additional Month's Rent:	\$Additional Months Rent
Other:	\$Other Charges
<b>Total Charges:</b>	<b>\$Total Charges</b>
<b>Less Payments Received</b>	<b>Less Payments Received</b>

1.6 CHANGE OF LOCKS

Tenant acknowledges having been advised by Owner/Agent of the increased security afforded to Tenant and the unit by changing all exterior locks in the unit prior to Tenant taking possession of the unit.

- Locks have been changed prior to move in by Owner/Agent.
 Locks have not been changed prior to move in by Owner/Agent.

The Tenant may elect to bear the cost of rekeying the unit by the Owner/Agent. The cost is dependent on how many locks and how complicated it may be. If the Tenant chooses not to change the locks, they release and forever waive any and all claims against the Owner/Agent assertable by the Tenant and/or asserted by any third party arising from failure of rekeying of the unit.

By initialing below, you acknowledge and agree to the terms in Section 1.

X
Initial Here

2. Policies and Procedures

2.1 TENANT ACKNOWLEDGEMENT

TENANT ACKNOWLEDGE THE LEASE/RENTAL AGREEMENT OUTLINED ON THIS FORM, CONDITION CHECKLIST, SECURITY DEPOSIT AGREEMENT, AND ALL OTHER DOCUMENTS AND AGREE TO ABIDE BY SAME. I will pay all rents and other charges when due, including late fees. I acknowledge that my holding fee will be refundable if my application is not accepted by the Owner/Agent, but if accepted will not be refunded. I agree to inspect the condition of the rental unit and document all pre-existing damage on the Condition Check List. If I wish to add comments, I may do so on the yellow copy of the Condition Check List or a side sheet. If the yellow copy is not returned within seven (7) days of my move in date, I automatically accept the condition of the unit at move in. I understand that I will be responsible for any and all damages, normal wear and tear excluded, included any and all broken glass.

2.2 RENT:

Tenant covenants and agrees to pay the Owner as rental for said premises a rent of <<Monthly Rent>> per month payable in lawful money of the United States upon the first day of each calendar month of the lease term, to Owner or his/her authorized agent, at the following address: Windermere Management by Ebright Wight LLC, 541 W. Bakerview Road, Bellingham, WA 98226 (telephone 360-733-7944) or at such other places as may be designated by Owner from time to time. In the event rent is not paid within four (4) days after the due date, Tenant agrees to pay a late charge of \$25.00 and \$5.00 per day thereafter, plus a minimum of \$40.00 for a process server to deliver a fourteen-day notice to "pay or vacate" plus all other legal expenses. Tenant agrees further to pay \$75.00 for the 1st NSF payment and \$100 for any 2nd NSF payment. After two NSF payments, all payments will be required to be paid by cashiers check or money order.

Tenant agrees that acceptance of rent by the Landlord from the tenant or from any person or entity on the tenant's behalf shall not be construed in any way as a waiver of the Landlord's right to enforce a previously issued notice under RCW 59.12, 59.18 or 59.20. Tenant further agrees that acceptance of rent by the Landlord from the tenant shall not waive the Landlord's right to use actions of the tenant or tenant's guest or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice authorized by RCW 59.12, 59.18 or 59.20.

2.3 MULTIPLE OCCUPANCY:

It is expressly understood that this agreement is between the Owner and each signatory individual severally and jointly. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and damages and all other revision of this agreement. Each roommate is equally responsible for his/her own actions, as well as the action of roommates, visitors, and guests. Windermere Management does not mediate disputes between roommates.

2.4 USE:

The premises shall be used as a residence by the undersigned Tenant(s) with no more than Adults adults and Children children, and for no other purpose, without written consent of the Owner. Occupancy by guests staying over ten (10) days will be considered in violation of this provision.

**2.5 PETS:**

No pets shall be brought on the premises without the prior written consent of the Owner. A \$500 pet penalty will be charged for any unauthorized pet.

**2.6 HOUSE RULES:**

In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking and the use of common areas.

**2.7 ORDINANCES AND STATUTES:**

Tenant shall comply with all statues, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of all premises.

**2.8 MAINTENANCE, REPAIRS, OR ALTERATIONS:**

The premises have been inspected and area accepted by Tenant in the present condition. All normal repairs necessary to maintain premises in a tenantable condition shall be done by or under the direction of Owner, and at Owner's expense, except those caused by negligence or acts of Tenant, his/her agents or invitees, which repairs shall be made at the sole cost of Tenant. Owner shall be the sole judge as to what repairs are necessary. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises, and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless she/he objects thereto in writing within five (5) days after the receipt of such inventory. Tenant shall at his/her own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in a good condition as received, normal wear and tear excepted. Tenant shall be responsible for all broken glass. Tenant shall also be responsible for damages caused by his/her negligence and that of his/her family, visitors, and guests. Tenant shall not paint, wallpaper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds. If Agent deems grounds need maintenance, Owner shall hire the work at Tenant's expense plus a reasonable administrative charge. Tenant shall pay: (a) for any expense, damage or repair caused by Tenant and resulting in the stopping of waste pipes or overflow from bathtubs, toilets, wash basins or sinks; (b) for damage to window panes, window coverings, curtain rods, wallpaper or any other damage to the interior of the rented premises caused by Tenant(s), their guests, visitors, acts of theft, or otherwise. Tenant is responsible to report any leaky faucets, mildew, running toilets or faulty appliances. No vehicle repair of any kind is permitted on the premises without permissions. No bicycles, parts, motorcycles or other vehicles are allowed inside the unit.

**2.9 SMOKE DETECTORS:**

It shall be the Tenant's responsibility to periodically test the smoke detector, to replace its battery as needed, and to notify the Agent in writing of any deficiency. If smoke alarms are found inoperable, tenant could be subjected to a minimum fine of \$200.00.

**2.10 ENTRY AND INSPECTION:**

Tenant shall permit Owner or Owner's Agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagors. Upon each entry, inspection will be made of each smoke detector in the unit and a test will be made to ensure water temperature is within the legal range.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

### 3. Responsibilities

**3.1 INDEMNIFICATION:**

Owner shall not be liable for any damage or injury to Tenant, or any guests, 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 Owner, his/her agents, or his/her employees. Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

### 3.2 RENTERS INSURANCE:

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The Tenants will provide renters insurance that will cover the loss or damage of the tenant's personal effects. On the policy, tenants must provide legal liability insurance that will cover a loss to the asset that is deemed "tenant caused damages/loss". Coverage must include a minimum of \$100,000 in liability to the rental property. **Windermere Management must be listed as additionally insured or an interested party on the renter's insurance policy.**

### 3.3 POSSESSION:

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If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage cause thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within three (3) days of the commencement of the term hereof.

### 3.4 ABANDONMENT:

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Tenant agrees to write Agent of an absence from the dwelling of more than seven (7) days no later than the first day of such absence. Such failure to notify will be construed as abandonment. In the event of such abandonment and accompanying default in payment of rent by Tenant, the Agent may immediately enter and take possession of any property of the Tenant found on the premises and may store the same in a secure place per landlord tenant law.

### 3.5 DEFAULT AND RE-ENTRY:

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If any rents, deposits, and/or charges above that are reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Tenant shall violate any of the covenants and agreements herein contained, then the Owner may cancel this lease upon giving the notice required by law, and re-enter said premises but notwithstanding the re-entry by the Owner, the liability of the Tenant for the rent provided herein shall not be extinguished for the balance of the term of this lease, and Tenant covenants and agrees to make good to the Owner any deficiency arising from an entry and re-letting of the premises at a lesser rental than herein agreed upon.

### 3.6 SECURITY DEPOSIT:

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The security deposit set forth above, if any, shall secure the performance of the Tenant's obligations hereunder. Security deposit will not be returned if the lease is broken. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit to payment of the last month's rent.

### 3.7 COMPLAINTS:

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Any valid complaint reported to our office or any valid complaint arising from our office or management shall result in a fee not less than \$25.00 for the first warning, not less than \$50.00 for the second warning and less than \$100.00 for the third warning and is grounds for termination of this contract. Complaint topics include but are not limited to noise, pets, grounds care, unit appearance, and guest behavior. The Tenant, visitors, or relatives shall not make any disturbing noises or permit anything to be done that will interfere with the rights, comforts, or conveniences of other occupants in the area. **Any activity that results in the attendance of LAW ENFORCEMENT OFFICIALS will result in immediate termination of the lease.** ANY DELIVERY OF NOTICES FOR ANY INFRACTIONS WILL BE CHARGED TO TENANT AT \$40.00 PER NOTICE DELIVERY. ANY ACTIVITY CAUSING POLICE INTERACTION WILL RESULT IN EVICTION.

### 3.8 ATTORNEY'S FEES:

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In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee, processor fees, and a reasonable collection-administrative management fee.

### 3.9 WAIVER:

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No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a party's payment of rent be deemed a waiver of Owner's right to the full amount thereof.

### 3.10 NOTICES:

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Any notice which either party may or is required to give may be given by mailing the same, postage prepaid, to Tenant at the premises or the Owner at the address shown below or at such other places as may be designated by the parties from time to time.

### 3.11 HOLDING OVER:

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Any holding over after the expiration hereof, with the consent of the Owner shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. If Tenant holds over after giving notice to vacate, Tenant shall remain liable to Owner and to a new

tenant for all inconvenience and expense caused to a new tenant.

### 3.12 TIME:

Time is the essence of this agreement.

### 3.13 ENTIRE AGREEMENT:

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof: Security Deposit Agreement, Condition Check List and Cleaning Work Order/Change Order.

### 3.14 SUBORDINATION TO EXISTING AND FUTURE MORTGAGES/SALE:

This lease shall be subject at all times to the lien of existing and future mortgages and deeds if made a lien on the premises. The Tenant, will, upon request, execute and deliver such further instruments subordinate to this lease to the lien of any such mortgage or deed of trust as may be requested by Owner. The Tenant hereby appoints the Owner or his/her attorney-in-fact, irrevocably, to execute and deliver any such instruments for the Tenant.

### 3.15 EMERGENCY – AFTER HOURS PROCEDURES:

Call the Windermere Management office 733-7944 and follow the prompts as directed.

DEFINITION OF EMERGENCY = lack of essential services such as heat, water, power. Any lockouts will be charged a minimum of \$50.00 due and payable at time of service.

### 3.16 GOVERNING LAW:

This agreement is deemed to have been made in Whatcom County, Washington. The right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties that any such action shall lie exclusively in Whatcom County, Washington regardless of the county in which the parties reside. Parties agree to not contest venue or to assert the defense of forum non-convenience for any lawsuit filed in Whatcom County, Washington.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. General Clauses

### 4.1 MOVE OUT POLICIES

BREAKING A LEASE AND SUBLETTING ARE NOT PERMITTED. AUTHORIZED LEASE ASSIGNMENT MAY BE ALLOWED.

### 4.2 VACATING BEFORE END OF LEASE TERM:

A non-refundable \$250.00 administrative fee will be charged with any change of tenant/roommate. If all tenants vacate the unit, a non-refundable administration fee of 1/2 one months rent will be charged with the move-out notice. Tenant is rent and utility responsible until the end of the lease term or until the unit is re-rented. Tenant forfeits all security deposit. All cleaning, damages, carpet cleaning, move-out charges will be charged in addition to security deposit. Rental reference will include tenant's decision to violate the agreement. Outstanding balances will be sent to collections after 30 days.

### 4.3 VACATING AT THE END OF LEASE TERM:

A WRITTEN MOVE-OUT NOTICE IS REQUIRED TWENTY (20) DAYS PRIOR TO THE END OF THE RENTAL TERM (no later than the 10th of the month). This form is available at the Windermere Management office or under the "Rental Forms" tab on our website [www.rentalsbywindermere.com](http://www.rentalsbywindermere.com).

#### 4.4 MOVE-OUT NOTICE:

Tenant shall give a written notice of at least twenty (20) days prior to the day when rent is due to the Owner or his/her Agent of intent to vacate, and after serving such notice, Tenant agrees to keep the premises clean and will allow showing of said premises at reasonable times by the Owner or his/her Agent to prospective renters. The Owner or his/her Agent agrees to give the Tenant written notice sixty (60) days prior to the day when the rent is due to vacate and the Tenant agrees to surrender the premises and keys at the end of that period.

#### 4.5 INSPECTIONS:

Most inspections are performed without tenant presence. Should you want to make an appointment for an inspection in your presence the entire unit needs to be vacated of all possessions and all cleaning should be performed per the guidelines of the Security Deposit Agreement. If the inspector finds additional cleaning is required, a re-inspection will be performed and a fee of \$25.00 will be charged for each inspection occurrence.

The tenant acknowledges that he/she has read and received a copy of this agreement and all attachments and addendums and agrees to the all terms and conditions herein.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Fire Safety and Protection Information Notice

### 5.1 FIRE SAFETY AND PROTECTION INFORMATION NOTICE

The dwelling unit located at: <<Unit Address>> Whatcom County, Washington has been equipped with Smoke detectors smoke detection devices(s) as required by RCW 48.48.140.

1. The above described detection devices(s) are: (check one  hard-wired, or  battery operated. If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the smoke detection devices(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. A fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with these provisions of RCW 48.48-140(3). Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenant's failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the landlord in writing.
2. The subject property (check one):  does  does not have a fire sprinkler system.
3. The subject property (check one):  does  does not have a fire alarm system.
4. The subject property (check one):  does  does not have a smoking policy. The smoking policy, if any, has been provided to tenant and tenant's initials acknowledge receipt.
5. The subject property (check one):  does  does not have AN EMERGENCY NOTIFICATION PLAN FOR IT'S OCCUPANTS. The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt.
6. The subject property (check one):  does  does not have an emergency relocation plan. The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt.
7. The subject property (check one):  does  does not have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt.

### 5.2 SMOKING POLICY

#### SMOKING IS STRICTLY PROHIBITED IN ANY UNIT OR BUILDING.

Smoking will only be permitted 25 feet away from any doors or windows. It is the tenants responsibility to clean up any smoking related debris.

If it is found that the tenant has smoked in the unit, the tenant will be responsible for any and all charges due to the restoration necessary caused by nicotine damage.

Smoking within the unit or building will be considered a violation of your lease and put your further tenancy at risk.

By initialing below, you acknowledge and agree to the terms in Section 5.

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## 6. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

### 6.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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**Property Address:**

<<Unit Address>>

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)**

\_\_SJ\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing.
- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

\_\_SJ\_\_ (b) Records and reports available to the lessor (check one below):

- Lessor has provided the lessee with all available records pertaining to lead-based paint and/or lead-based paint hazards.
- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

**Agent's Acknowledgment (initial)**

\_\_SJ\_\_ (c) Agent has informed the lessor of the lessor's obligations under 42 U.S.G.4852 and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

**Lessee's Acknowledgement**

By initialing this document, the lessee acknowledges that they have received the pamphlet *Protect Your Family from Lead in Your Home*, and any applicable documents pertaining to lead in the home.

By initialing below, you acknowledge and agree to the terms in Section 6.

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Initial Here

# 7. Cleaning/Damage/Security Deposit Agreement

## 7.1 CLEANING/DAMAGE/SECURITY DEPOSIT AGREEMENT

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Property Address: <<Unit Address>>

Amount of <<Security Deposit Charges>> is hereby acknowledged as a cleaning, damage and security deposit which is subject to the following terms and conditions:

## 7.2 CLEANING

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Any cleaning that is required after the unit is vacated will be performed by professional cleaners and billed at the rate of **\$55.00** per hour or market rate, whichever is greater. This rate will be honored through the initial term of the lease; if lease renewals are approved, this rate may change. Check with the office for current rate.

## 7.3 DAMAGE:

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Charges will be assessed for the cost of restoring the unit to its condition upon move in; normal wear and tear excepted. These charges will include, but not limited to labor and material costs for repairs, replacements, storage fees, dump fees, photos and administrative charges.

## 7.4 SECURITY:

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Failure to give proper written notice of intent to vacate 20 days prior to end of rental period can result in rent charges being assessed for the following rental period, less any rent amounts received as a result of the unit being re-rented. These charges will be deducted from the security deposit. Any charges owed by the tenant for unpaid rent, late charges, processing fees, service fees and administration charges can be charged against the security deposit. In the event that the current owner of your unit sells the property, your security deposit will be transferred to the new owner minus any outstanding charges to the account.

## 7.5 PENALTY PROVISION:

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Tenants who vacate their unit prior to the end of the lease term remain responsible for all duties and conditions of the lease until the unit is re-rented or the lease term expires. **When a lease is broken, tenant(s) forfeit all security deposit monies.** The deposit is subject, but not limited, to the following costs: rent, advertising costs, administrative costs, all tenant maintenance and labor costs, lawn care, utilities. If the unit is not re-rented by the time deposit statements are issued, rent through the end of the lease term will be stated as due and payable. Upon re-renting the unit, Windermere Management by Ebright Wight, LLC will issue a revised statement. If a lease assignment is granted, the security deposit remains with the property.

## 7.6 REFUND:

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The owner or agent agrees to refund any monies due the tenant, subject to the conditions listed herein, to his/her last known address 30 days after termination, with a statement for any funds withheld. Legal remedies, if necessary, will pursue monies due beyond deposit. If refund is not possible within 30 days after termination, a Letter Holding estimating costs will be sent within 30 days. Refunds from the security deposit will be divided equally among roommates, unless Windermere Management has written authorization to do otherwise.

## 7.7 RENT:

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Rent will be charged through midnight of the day that keys are returned to the business office. Keys received through a night drop will be receipted the next morning and credited to the evening of the previous day.

## 7.8 KEYS AND LOCKS:

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The resident will be charged the cost of re-keying the lock(s) and making new keys if **all** keys are not returned by midnight of the last day of the rental period. **All keys** should be turned in at the same time. We are not responsible for charges (hauling, cleaning, inventory and storage of possessions, etc.) resulting from uncoordinated returning of keys. The return of the keys by tenant(s) to the landlord determines the release of possession and the end of tenancy. Until the keys are physically delivered to the Windermere Management office, tenants are obligated to pay rent for possession of the unit. When keys are returned, the tenants are effectively saying that they have finished cleaning and moved out. Once keys are returned, tenants may not enter their **former** rental property for any reason without the consent of Windermere Management, even if remaining rental days are deemed to be the responsibility of the tenant per Washington State Tenant Landlord Law. Personal property found on the premises after keys are returned will be dealt with as per State law, and appropriate charges will be withheld from the security deposit. We consider early move out and key return as the tenants' choice and convenience. Once keys are returned, paid rent balances are forfeited unless a new tenant also pays rent for the same time period. In that case, appropriate refunds will be issued.



## 7.9 MAINTENANCE:

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- Residents will be charged the cost of a maintenance person's service call (minimum one hour), plus materials for any of the following (but not limited to) items that need servicing after the unit is vacant:
  - The smoke detector(s) and batteries shall be in good operating condition and in place.
  - All light fixtures shall have a full compliment of operational bulbs of the proper type and size.
  - TV cable and couplers, and phone lines and couplers shall be undamaged and operable.
- Upon vacating, disposal of garbage is the tenant's responsibility. The charge for disposing of said garbage is a minimum hauling fee of \$60.00 plus dump fees.
- During occupancy, unnecessary service calls, yard care, repairs, missed appointments with service personnel or other maintenance items caused by tenant neglect or non-performance of lease conditions will be charged against Security Deposit if not paid through the Windermere Management by Ebright Wight, LLC billing process prior to termination of tenancy.
- Rates quoted herein are based on service costs at the time the Lease/Rental Agreement is executed and honored. Thereafter, rates may be adjusted as dictated by the market. Contact the office for current rates during the original lease term.

## 7.10 DEPOSITS:

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The funds paid as a deposit may not be used by the tenant as a credit toward rent. The funds are paid to the agent for the purposes herein contained and for no other purposes. They are deposited at Banner Bank, located at 1600 Cornwall Ave., Bellingham, WA 98225.

## 7.11 PETS:

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Pets are only permitted with written authorization by the owner/agent and with payment of any applicable fees or charges. Your Security Deposit may be charged for flea extermination and be subject to additional charges as per items 1.3 and 1.4 above. Said fees/charges are not considered part of your Cleaning/Damage Security Deposit.

## 7.12 INSPECTION / ACKNOWLEDGEMENT:

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A \$25 fee may be imposed for missed inspection appointments or re-inspection. All inspections, re-inspections and supervision of cleaning and repairs will be charged.

The undersigned acknowledges that she/he has read and received a copy of this agreement and the Lease/Rental Agreement and agrees to the terms thereof.

## 7.13 ADDITIONAL INFORMATION:

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### **Additional information regarding the Security Deposit that may affect your refund:**

**Cleaning:** We provide, with very few exceptions, a deep-cleaned unit to incoming tenants. Exceptions are negotiated and documented at the beginning of the lease. We inspect a unit for damages and cleaning only after the keys have been returned. Return of keys tells us that the unit has been vacated and cleaned.

**Garbage:** Garbage service is limited to what is stated on the lease/rental agreement. Charges caused by non-compliance with this rule, including billing and administrative fees, may be held against the security deposit.

**Lockouts:** If a tenant is locked out of a unit during business hours, a key can be checked out at the Windermere Management office. (A cash deposit and positive identification will be required.) After hours, tenants will be charged a service call for unlocking a unit (Cash payment and positive identification are required). Once the key bearer is dispatched, the charge is in effect – even if a roommate shows up and admits a locked-out tenant. This charge, if unpaid, will be applied against the security deposit.

**Maintenance:** Tenants must attempt to minimize maintenance issues with proper respect and operation of all systems. The landlord may authorize repair of normal wear-and tear items. Tenants may request authorization to perform repairs themselves or request to have a Windermere technician do so at their expense. Windermere Management will bill tenants for damage or repair calls and/or unnecessary service calls.

For example:

- Repair request – bathroom electric outlet doesn't work  
Repair person checks outlet, resets breaker and restores power, tests for defects, finds none and leaves.
- Repair request – freezer door broke and fell off  
Repair person discovers thick ice from non – defrosted freezer caused damage to door

Further examples of tenant maintenance responsibilities are listed below. Unpaid charges of this type may be held against the security deposit upon move-out.

- Burned out or broken light bulbs
- Over-sudsing washer or dishwasher
- Oven switches improperly set
- Jammed garbage disposal
- Fire/flood/storm damage due to tenant abuse or neglect
- Blown fuses
- Clothing in pumps
- Dirty lint screens and ducts
- Broken windows and screens
- Clogs to sewer pipes

Windermere Management by Ebright Wight, LLC uses the State law as a guideline for prioritizing repairs, and both Windermere Management and State law recognize that seasonal conditions or heavy work schedules may, at times, delay response time. Other delays may be maintenance items requiring communication with the landlord who makes the final decision regarding routine maintenance, long-term maintenance and the general condition of the rental unit. Tenant requests for extra maintenance or improvements are to be submitted in writing, detailing the requested work and any volunteer labor or capital the tenant is willing to provide.

**Renter’s Insurance:** We highly recommend renter’s insurance for tenants. Most policies cover break-ins and theft, but more important, they insure property against fire, floods, storm damage, etc., and will pay for housing if a tenant is displaced. The landlord is not responsible for such losses.

**Roommate Partnerships:** When entering into a roommate tenancy, each roommate is equally responsible for his/her own actions, as well as the actions of the other roommates, visitors and guests. Windermere Management does not mediate disputes between roommates. Charges and refunds from the security deposit will be sent to the designated *Tenant Representative (TR)*. If the TR should change, Windermere Management must be notified, in writing.

By initialing below, you acknowledge and agree to the terms in Section 7.

X \_\_\_\_\_  
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## 8. Consequences of Breaking Your Lease

### 8.1 CONSEQUENCES OF BREAKING YOUR LEASE

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Property Address:

<<Unit Address>>

If you break your lease, please be advised that you are responsible for the following:

1. You must turn in a completed move out notice. If one or more tenants are staying in the unit a non refundable \$500.00 administrative break lease fee is required. If all tenants are breaking the lease a fee of half a months rent will be required.
2. You forfeit all rights to the security deposit.
3. All cleaning, damages, carpet cleaning, move out charges, etc. will be charged to you in addition to the security deposit.
4. Any rental reference will include the fact that you broke your lease.
5. Outstanding balances will be sent to collections after 30 days.
6. You are rent responsible until the unit is re-rented.

By initialing below, you acknowledge and agree to the terms in Section 8.

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## 9. Crime Free Lease Addendum

### 9.1 CRIME FREE LEASE ADDENDUM

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Property Address:

<<Unit Address>>

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, the owner and resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, or a violation of any state, local or federal laws, including drug-related criminal activity, on or near the said premises. "Drug related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 or the Controlled Substance Act 21 U.S.C. 801.

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including, but not limited to drug-related criminal activity, on or near the said premises.

3. Resident, any member of the household shall not permit the dwelling to be used for, or to facilitate criminal activity, including, but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving controlled substance at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in and/or facilitate any illegal activity, including, but not limited to the following: prostitution, criminal street gang activity, threatening or intimidating, assault including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. There is no "good cause" requirement in Washington for lease termination. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between owner or his agent and resident.

By initialing below, you acknowledge and agree to the terms in Section 9.

X \_\_\_\_\_  
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## 10. Space Heater Fire Hazard

### 10.1 ELECTRIC SPACE HEATERS DO CAUSE FIRE HAZARDS FREQUENTLY.

Please review the following information regarding the facts and dangers of portable electric space heaters.

- Most portable electric space heaters consume up to 1500 watts of electricity.
- All general purpose circuits (supplying power to lights and outlets in bedrooms, bathrooms, living rooms, and hallways) are capable of supplying 1800 watts of power.
  - all devices (items plugged in to outlets or light switches) in a given circuit are wired in a series. That is, wires carrying power begin at the source (electric breaker panel or fuse box) and run from one device to the next until the circuit ends at a point where the 1800 watts is used up. Then another circuit will begin.
  - There are several circuits in new homes, fewer in older homes.
- If a space heater is in use, there are only 300 watts left to power all other lights and devices in the breaker panel or fuse box.
- If a circuit is utilized at or near maximum capacity for extended periods, the circuit will fail at the breaker panel or fuse box.
  - Circuit failures come in many forms, but all failures involve excessive heat in cords, wires within the walls, and outlet connections.
  - The most common failure is found on wire connections located on the back of the device.
  - Outlet receptacles are inexpensive to purchase. However, problems are expensive to locate because all devices are in a series. All outlets and switches must be removed until the problem is found.

- Where there is excessive heat, there is the possibility and increased likelihood of fire.

The safest, most effective, and energy efficient way to heat your home is by utilizing the heating system designed for and installed in the home

If your heating system has malfunctioned, a heating company or an Ebright Wight Maintenance technician may set up space heaters in your home as a temporary solution until repairs can be made. In the event that this occurs the safest way to use portable space heaters is to run them on "low or medium" power for extended periods. Running them on high will likely cause the aforementioned problems to occur.

Thank you for your attention to this matter. We hope you have a safe and comfortable winter.

By initialing below, you acknowledge and agree to the terms in Section 10.

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## 11. Mold Information / Prevention

### 11.1 MOLD INFORMATION / PREVENTION

Property Address: <<Unit Address>>Mold Information / Prevention

Tenants and landlords are responsible to ensure your home is a healthy environment. Mold has the potential to cause health problems. Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, skin rash and asthma-like symptoms.

The best preventative of mold is to eliminate moisture and produce good air ventilation. If you find leaks from pipes, roofs, or windows, please report immediately to this office. If wet or damp materials or areas are dried 24-48 hours after a leak or spill, in most cases mold will not grow.

As a tenant, you can take steps to prevent mold. If you see dark specks or patches on your walls or floors, or if you begin to notice a musty smell, please call our office immediately. *We encourage you to call our office if you have any questions.*

**Knowing the following tips will help you keep mold from becoming a problem.**

**If I find mold, how do I get rid of it?** It is impossible to get rid of all mold and mold spores indoors; some mold spores will be found floating through the air and in house dust. The mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by controlling moisture indoors. If there is mold growth in your home, you can clean up the mold, but if the water problem is not fixed, then the mold problem will most likely come back.

To clean mold from small areas, use gloves, scrub with detergent and water and dry completely. A 50% bleach solution can be added, but please use caution. For large areas, contact our office.

**Bathrooms:** Places that are often or always damp can be hard to maintain completely free of mold. Increase ventilation by running a fan or opening a window, and cleaning more frequently will usually prevent mold from recurring, or at least keep the mold to a minimum. When not in use, keep the bathroom door open. Small stationary fans can also help.

**Kitchen:** Steam and water spills in the kitchen are contributors to mold spores. Use the stove fan and/or crack a window when cooking or using the dishwasher or doing dishes by hand. Long-time slow cooking on the stovetop is a major contributor to mold problems. Leave the window open and/or the fan on when using this cooking method. Small stationary fans are inexpensive and a good ventilation tool.

**Ventilation:** It is recommended to get into a routine of opening windows and/or doors twice daily for 5 minutes (in winter too) to create cross ventilation. This practice will greatly increase your efforts in mold prevention, and...it's good for you.

**Heat:** For homes with electric baseboard heat systems, it is necessary to have a 2" gap between the heaters and furniture. Closet doors should be left open often to allow heat to enter, and articles stored in the closet should not be up against a wall.

**Leaks:** Report all leaks to this office immediately.

By initialing below, you acknowledge and agree to the terms in Section 11.

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## 12. Tenant Rules and Regulations

### 12.1 TENANT RULES AND REGULATIONS

#### SMOKING IS NOT ALLOWED IN ANY UNIT OR BUILDING

Property Address: <<Unit Address>>

1. The unit must be maintained in accordance with the standards set forth by the manager and the unit is subject to regular inspections; owner/agent may enter the premises for any maintenance or justifiable cause in accordance with Washington State Landlord Tenant law.
2. The owner or his agent is not responsible for fire, theft, damage, or loss to personal property and effects, etc., in the rental unit, laundry, storage lockers, parking areas, swimming pool (if applicable), or any other portion of the building, and surrounding grounds. It is advised you call your insurance agent for tenant insurance.
3. No loud talking or unnecessary noise is permitted at any time in the apartment, halls, entry, or areas immediately surrounding the building. No piano or other musical instruments, radio, TV, DVD, music or video game systems etc., is/are to be played or operated at any time unless the volume is reduced so that it will not disturb the adjoining residents and others in the building. *Any incident resulting in Police activity whereby tenant or tenant's guests are arrested or arrested by citation may result in immediate eviction.*
4. For information regarding appliances or operation thereof, consult manager or owner. Tenant shall take care not to overheat ranges.
5. Residents must not throw anything or shake dust mops out of the window nor drape nor hang clothes on balconies or lanais. Residents must not allow window coverings to blow out windows or doors. Screens are to be maintained in a reasonable condition. Lost or missing screens will be deemed a tenant responsibility.
6. All garbage must be dry wrapped before being placed in the garbage receptacle. This means the garbage must be wrapped in plastic garbage bags. No loose garbage is to be placed in the toter or dumpster.
7. No signs or placards may be posted on or about the house. No decals may be placed on appliances, furniture, windows, doors, and so forth.
8. Tenant is to take precautions to not leave water running in the kitchen, bathroom, or elsewhere. Residents are requested to report any leaky faucet, running toilets, etc., otherwise the resident will be required to pay for the damage resulting from same.
9. Pianos, couches, and all heavy furniture must be placed on protective mats or cups, so as not to damage the carpets or flooring.
10. No nails, screws, decorative hooks, etc., may be placed in the walls or other interior surfaces marked or marred by the resident. No scotch or double-faced tape is to be used to hang pictures or posters. Pictures may be hung with picture hangers attainable at any drug or hardware store. Holes left in the sheetrock must be filled with a small amount of plaster repair upon vacating unit. Filling of unrepaired holes will be charged back to tenant.
11. No aerials or antennas may be erected on the exterior of the building. For proper satellite mounting instructions, lease inquire at this office. Satellites must be mounted per instructions only or will not be allowed.
12. No residents or guests are not allowed to play in the entryway or halls, carports or driveways.
13. No personal belongings such as bicycles, play equipment, etc., may be placed in the halls, stairways, or about the building, except in designated storage areas.
14. No appliances, furniture, old vehicles or debris may be left about the premises or in the yard. No mechanical work is to be performed on the premises unless permission to do so is granted by the owner/agent.
15. If a swimming pool/hot tub is provided upon the premises all of the swimming pool/hot tub rules must be adhered to.
16. Vehicles - if you are assigned a parking space, park only in the area assigned to you. If you don't have a designated area, parking will be on a first come first served basis. All vehicles must have current tabs, be licensed, and in operational condition. No automotive repair may take place on the premises and any vehicle disabled or with expired tabs will be towed. Do not park in areas that are not expressly used for vehicles. Do not obstruct the areas in and around the garbage dumpsters or cans or your vehicle may be towed without notice.
17. If a washer/dryer is provided for Tenant's use, it will not be maintained by the owner unless that is agreed to as a part of the rental.
18. NO candles, barbecue, or any other device that emits an open flame are permitted in or on the premises.
19. **PROPANE TANKS:** All propane tanks must be filled at the end of your tenancy. If the tank is not filled, you will be charged for the fill.

By initialing below, you acknowledge and agree to the terms in Section 12.

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## 13. UTILITY BILLING AGREEMENT

### 13.1 UTILITY BILLING AGREEMENT

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#### UTILITY BILLING AGREEMENT

By your signature you understand and agree that the utilities the tenants are responsible for must be transferred to the name of at least one tenant of <<Unit Address>>, and that should you not transfer the appropriate utilities, Windermere Management will bill you directly and charge a billing fee of \$25.00 per billing cycle.

By initialing below, you acknowledge and agree to the terms in Section 13.

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## 14. Winterization Addendum

### 14.1 WINTERIZATION ADDENDUM

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Property Address: <<Unit Address>>

Each winter, Whatcom County experiences one of its famous “Northeaster” wind storms. Some renters have experienced frozen pipes and damages caused by the pipes thawing. In most cases, these problems **could have been avoided** by the tenant taking some simple precautions.

1. Leave your heat on a low setting – not lower than 60 degrees. If you are leaving for a period of time, have someone check in periodically to run some water out of all the pipes. During a serious cold spell, please **leave water running** from all faucets to ensure they do not freeze. A trickle will do. Also, keep the cupboard doors open under your sinks to keep warm airflow to that area.
2. All doors to adjoining rooms should be left open. If there is an extreme cold spell, **keep heat on during the day** while you are at work or away from your home.
3. Make sure that the **crawl space vents** on the outside of your dwelling are covered. This helps keep the cold air from getting to the pipes and keeps your floors warmer.  
If you live in a large apartment complex, your resident manager/property manager will take care of the vent covers. If you live in a very small complex, or a house, the whole responsibility of vent covers will be yours. It is your responsibility to keep heat on in your unit during the cold spells. Our Rental Agreement states that the tenant is expected to take care of the dwelling as if it were his/her own, and tenant is responsible for damages caused by negligence. Turning the heat completely off during a freezing spell is considered negligent.
4. Pipes in most dwellings run through walls and ceilings. If they freeze and break, damage to your personal belongings is not covered by the owner’s insurance. The Owner/Agent shall not be liable for damages either.
5. Hoses in most dwellings must be disconnected and drained. Outside faucets must be protected and drained so they will not freeze.
6. Furnace filters must be replaced, if not cleaned on a regular basis. The furnace will run with greater efficiency when it is properly maintained.

If preventative steps are taken to avoid these problems during cold weather, they will provide a smooth winter and avert future repair and possible charges.

By initialing below, you acknowledge and agree to the terms in Section 14.

X \_\_\_\_\_  
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# 15. Welcome

## 15.1 WELCOME

**Welcome New Residents of: <<Unit Address>>** Thank you for renting through Windermere Management by Ebright Wight LLC. We will do all we can to help make your tenancy comfortable and a pleasant experience. To help us accomplish this, we need your help in complying with the following:

### *Rent*

Rent is due on the 1st of each month. Pursuant to the *Lease/Rental Agreement* you signed, if rent is not paid by the 5th, late charges will be assessed. Please make your payment with a check, money order or cashier check. If you must pay with cash, please have exact amount. **DO NOT PUT CASH IN THE DROP BOX.**

### *Condition Checklist*

Please check your unit carefully. By signing the *condition checklist*, you are confirming the present condition of the unit. The *condition checklist* is designed for you to indicate discrepancies in your unit when you have moved in.

### *Security Deposit Refunds*

If your unit is clean and in good repair, you will receive the appropriate refund. It is advised that you read the backside of the *Security Deposit Agreement* before you move out; it provides cleaning guidance.

### *Maintenance Calls*

Please consult the backside of your *Security Deposit Agreement* regarding maintenance calls. There are certain items for which the tenant is responsible. All maintenance requests must be in writing (forms provided at office).

### *Utility Services*

Please have utilities put in your name when you take occupancy. The utility companies will normally disconnect service within 1 or 2 days unless you set up your account. Windermere Management by Ebright Wight LLC will bill you for any charges after your move in date should you fail to contact the utility companies immediately plus a billing fee of \$25.00.

### *Renters' Insurance*

Renter's insurance is required. Reference lease section 3.2 for details on coverage. The owners and managing company are not responsible for any of your lost, stolen, or damaged personal property (including fire or flooding).

### *Extended Time Away*

When leaving your rental unit for any extended period of time, please leave a light turned on, the heat thermostat set on at least 55 degrees in the winter, and stop any scheduled deliveries (mail, newspaper, etc.). If you will be gone for 7 or more days, please advise this company in writing.

### *Pets*

No pets are allowed without our prior written consent. If or when pets are allowed, an additional non-refundable pet fee will be required. A request for a pet is not an automatic approval to have a pet.

By initialing below, you acknowledge and agree to the terms in Section 15.

X \_\_\_\_\_  
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# 16. Sign and Accept

## 16.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed