

LEASE AGREEMENT

This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. The landlord shall be referred to as "OWNER" here represented by owner or agent _____ and Tenants (including minors)/Lessee _____ (TEL) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premise The Apt. located at _____ in the city of Seattle, WA

1. TERMS: RESIDENT agrees to pay in advance the rent amount of _____ **Dollars** (\$ _____) **plus semi private WiFi fee** for a month lease on the first day of each month. This agreement shall commence on _____ and ending prior to Noon on _____.

2. PAYMENTS: All rental checks or other charges shall be made payable to _____ and shall be put in the rent box in the Laundry on the first of each month. All payments are to be made by check or money order. The owner acknowledges receiving \$500 fee/deposit (see item 3). On the day of signing the lease, the tenant agrees to pay in cashier check or cash for the remaining deposit \$ _____ the prorated first month rent and semi private wifi fee \$ _____ and last month rent with a total of **of \$ _____**.

3. FEES AND SECURITY DEPOSITS: Tenant has paid the screening fee \$ _____ and initial supplies \$ _____ and a refundable security deposit of \$ _____. The Security Deposit shall be deposited by the Landlord in a separate trust account with the Key Bank In no event shall tenant be permitted to apply any portion of his damage deposit toward his last month's rent. The Landlord will refund the deposit after termination of the Agreement and vacation of the premises to the forwarding address provided by the tenant, provided the tenant has complied with all the conditions of this Agreement and the following: a) the tenant shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the owner; and b) the tenant shall pay any fees or charges and any cleaning costs needed to restore the premises to clean and good condition (a cleaning list can be downloaded from <http://www.nobleplaces.com/cleaninglist.pdf> for Tenant to download. If there is any damage upon leaving exceeding \$ _____, the tenant agrees to immediately upon demand pay the Landlord such additional amounts as are necessary.

4. LATE CHARGE: In the event that the Tenant's rent payment is postmarked later than three (3) days after the **due date**, a late charge of \$50.00 will be charged to the Tenant after the third day. In the event that the Tenant's rental check is returned for insufficient funds, or similar reasons, the Tenant will be charged **\$35.00 for each returned check as well as late charge of \$50.00**, of which the rent and NSF plus the \$50 late fee must be paid with a cashier's check or money order

5. UTILITIES: The owner will pay for the water, sewer, electricity and solid waste. The tenant use electricity judiciously. If the usage is over _____, the tenants will pay the difference. The bill is available only upon request. The owner has no obligation to remind the tenants. The owner also provides semi private WI FI.

The thermostats on the water heaters are set at 120 degrees Fahrenheit. Any readjustment of the temperature setting by the tenant relieves the landlord or agent of an individual residential unit and the manufacturer of water heaters from liability for damage and injuries attributed to the readjustment by the tenant.

6. **OCCUPANTS:** No additional occupants, except with the written consent of the Landlord, shall occupy the premises. The Tenant agrees to pay an additional charge of \$400.00 per month for each additional occupants (with advance notice it is only \$200 extra. Guests visiting Tenant may not reside at the premises for more than __ days in aggregate during any calendar year, if over __ days, tenant will report and pay \$200 for the stay for up to one month or \$15 per day. Tenant's guests and visitors must abide by all applicable covenants and rules contained in this Lease, and a breach of the lease by a guest or visitor will be treated as a breach by Tenant.

7. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, from the tenant or tenant's visitors, period.

8. **AFTER-HOURS LOCKOUT CLAUSE:** If Resident(s) misplace keys to the rented premises, Resident(s) are to contact the manager or a locksmith to allow entry at their own expense. If no locksmith is available actual charges for the cost of service will be billed. Owner or offsite management reserves the right to charge a 'lockout fee' at \$25 during office hours and \$50 after office hour (M to F 9 am to 5 pm) and to be payable upon entry. Management does not guarantee 'lock out' service to be available.

9. **PARKING:** Tenant is responsible for all vehicles. All vehicles must be licensed and operational. Only limited repairs may be done on the premises. No automotive repair business can be operated from the property. Tenant is responsible for all charges associated with the removal of any abandoned vehicles on or around the rental property. RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER.

10. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement. City Law states that no noise nuisances shall be made after 10 pm or a ticket shall be received from the police if neighbors complain.

11. **REPAIRS:** The tenant is responsible at his or her own expense, any damage to the property which may occur by reason of his own negligence or the negligence of a member of the family, invitees or guests, and all damage caused by pet animals owned by the Tenant, member of his/her family, invitees or guests, but shall not be responsible for ordinary wear and tear. As stated above, the Landlord will assume the repair and maintenance expense during the first fifteen (15) days of occupancy by the Tenant provided the Tenant notifies the Landlord during this fifteen-day period of any defect or needed maintenance and repair.

12. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously

impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.

13. CONDITION OF PREMISES: RESIDENT acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

14. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. If the Resident makes any alterations, the Resident will be responsible for the cost of restoring the premises to the original state.

15. PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. The city regulation requests all the recyclable items should be put in the recycle bin, not in the garbage bin. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

16. HOUSE RULES: TENANT shall comply with all house rules as stated on any separate addendum(s), but which are deemed part of this rental agreement, and a violation of any of the house rules is considered a breach of this agreement. The rules for the Noble Plaza Apartment is 1) to refrain from posting any politically, racially, and/or religiously biased poster(s) on the windows, doors, or walls facing outside of the building. 2) TENANT should leave the bathroom window open for a while after each shower. 3) Smokers should pay a smoking deposit of \$800 and only smoke outside 25 feet away from the premise and should not litter, or a cleaning fee of \$20 each day will be charged. 4) TENANT or the visitors shall not engage in any drug-related activities at the rental premises. A “drug-related activity” means an activity which constitutes a violation of chapter 69.41.69.50, or 69.52 RCW. 5) TENANT shall not use public areas such as hallways, stairways and/or exterior windowsills and ledges for storage. 6) No couch surfing and no Airbnb by tenants.

17. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-day written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change Of Terms.

18. **TERMINATION:** After expiration of the leasing period, the Tenant(s) must vacate the residence **unless a new one-year lease has been signed**. After expiration of the lease, the tenancy may be terminated by either party giving to the other a **20-day** written notice of intention to terminate prior to the end of a monthly rental period. Where laws require "just cause", such just cause shall be so stated on said notice. Tenant(s) is required to pay the full month's rent in advance for the month in which he vacates. Notice for mid-month vacating is not acceptable. Example: In a month with 30 days, notice must be given by the 10th, in a 31-day month, notice must be given by the 11th. **If prior notice is not given, Tenant(s) understands that he has indicated his intention to remain the following month and accepts responsibility for that month's rent.** The premises shall be considered vacated only after all areas including storage areas are clear of all TENANT(S)'S belongings, and keys and other property furnished for TENANT(S)'S use are returned to OWNER. Should the TENANT(S) hold over beyond the termination date or fail to vacate all possessions on or before the termination date, TENANT(S) shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters. In the event that the lease is terminated by the Tenant(s) before the end of the lease period, the Tenant(s) is responsible for paying the rent for the rest of the lease, or **pay an early lease termination penalty of last month rent to the Owner and forfeit the deposit.**

19. **POSSESSION:** If OWNER is unable to deliver possession of the residence to RESIDENTS on the agreed date, because of the loss or destruction of the residence or because of the failure of the prior residents to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be prorated and begin on the date of actual possession.

20 **INSURANCE:** RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

Owners of rental homes and apartments have insurance that excludes the coverage of: children's pools, trampolines, and vicious dogs. Renter's use/possession of any of these items is solely at the renter's risk.

21. **LIABILITY:** The Tenant hereby covenants and agrees that the Landlord shall not be liable for any damage to the furniture, clothes, possessions, or other personal property of the Tenant or the Tenant's employees, invitees, or any other person, nor shall the Landlord be liable for injury to the person of the Tenant, or the Tenant's employees, invitees, customers, or any other person, whether such damage or injury is caused by results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage,

obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, without limitation. If the Tenant is forced to abandon the Premises for any reason, the Tenant's only remedy shall be to terminate any remaining term of this Lease Agreement and the Landlord shall not be liable to the Tenant for any damages that the Tenant may suffer as a result of being forced to abandon the Premises. **THE LANDLORD RECOMMENDS THAT THE TENANT SECURE "RENTER'S INSURANCE" FOR PROTECTION AGAINST SUCH OCCURENCES.**

22. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 48 hours advance notice or within 48 hours with mutual agreement, except in the case of emergency or abandonment, and with 24-hour notice owner may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers and lenders. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. Landlord shall have the right to place and maintain "For Rent sign in a conspicuous place on said premises for thirty (30) days prior to the vacation of said premises. If the Landlord or a repair person is unable to access the property after making arrangements with Tenant to complete a repair, Tenant shall pay any trip charges incurred.

23. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof, without Landlord's written consent.

24. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of the OWNER'S or RESIDENT'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

25. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be constituted as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any provision of this Agreement.

26. ATTORNEY FEES: In the event the Landlord or the Tenant shall commence an action to enforce this lease, or any of the agreements set forth herein, the Landlord shall be entitled to recover court costs and reasonable attorney fees to the extent authorized by the Landlord-Tenant Act. Either party is authorized to double any judgment awarded by the court to allow for collection expenses if the amount is not paid within thirty days.

27. JOINTLY AND SEVERALLY: The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.

28. REPORT TO CREDIT/TENANT AGENCIES: You are hereby notified that a nonpayment, late payment or breach of any of the terms of this rental agreement may be submitted/reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

29. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, TENANT acknowledges receipt of the following: (Please check)

Lead Based Paint Disclosure Form

EPA Pamphlet

(https://www.hud.gov/sites/documents/PROTECT_FAMILY_LEAD_2012.PDF _____ -

_____) Please view recent summary of the Residential Landlord-Tenant Act:

<http://clerk.ci.seattle.wa.us/~public/toc/7-24.htm>

30. **ADDITIONS AND/OR EXCEPTIONS** _____

31. **NOTICES:** All notices to TENANT shall be served at TENANT'S premises or email addresses and all notices to OWNER shall be served at Melissa Yao melissayao@comcast.net at (206)861-5822. For normal apt issue, please report by emails. For leak or after hour emergency, please call Melissa 206-861-5822 or Ren 206-724-159.

32. **PERSONAL PROPERTY ON PREMISES:** The premises are rented furnished except for the following personal property located on the premises: smoke detector (1), range, fridge, a queen bed, a night stand, one desk lamp, a sleeper sofa, a coffee table, a wool rug, a TV, TV stand, TV antenna, two floor lamps, a solid wood dining table with three chairs, a microwave oven, dishes & bowls & cups, window coverings as well as _____. The personal property is to be returned to the Landlord or his agent at the expiration of occupancy in as good a condition as received, reasonable wear and tear excepted. **The Tenant is responsible for replacing the batteries in the smoke detector.**

33. **KEYS AND ADDENDUMS:** Tenant will receive the one door key and one mail box key from the apt manager on arrival date

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

35. **RECEIPT OF AGREEMENT:** The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature & Date

Tenant's Signature

Date

OWNER'S or Agent's Signature _____ Date _____

Fire Safety & Protection Information Notice

The dwelling unit located at _____ city of **Seattle, King** County Washington has been equipped with **1** smoke detection device(s) as required by RCW 48.48.140.

1. The above described smoke detection device(s) are 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 device(s) in operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. A fine of not more the 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 does not have a fire sprinkler system.
3. The subject property does not have a fire alarm system.
4. The subject property does have a smoking policy—non-smoking unit. The smoking policy has been provided to tenant and tenant's initials acknowledge receipt: _____
5. The subject property does not have an emergency notification plan for its occupants but will notify by phone or emails.
6. The subject property does not have an emergency evacuation plan.

Dated this ____ day of ____, _____

Tenant's Signature

Date

Owner's or Agent's Signature

Date

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

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)

_____ (a) Presence of lead-based paint or lead-based paint hazards

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Lessor has no certain knowledge of lead-based paint and/or lead-based paint hazards in the housing though Building built before 1978 may contain lead-based paint.

Lessee's Acknowledgement (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the link of *Protect Your Family from Lead in Your Home*. EPA Pamphlet (<http://www.hud.gov/offices/lead/library/enforcement/fs-discl.pdf>)_

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.

TENANTS' Signature Date

Owner's or Agent's Signature Date

Living Room

Item	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Carpet/Floors		
Windows		
Blinds		
Light Fixtures		
Outlets		
Bedroom	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Carpet/Floors		
Windows		
Blinds		
Light Fixtures		
Outlets		

Kitchen

Item	Condition Moving In	Condition Moving Out
Refrigerator		
Oven		
Burners		
Cabinets		
Paint/Walls		
Ceiling		
Floors		
Windows		
Blinds		
Light Fixtures		
Outlets		
Sink/Drain		
Counters		

Bathroom

Item	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Floors		
Windows		
Light Fixtures		
Outlets		
Faucets		
Sink/Drain		
Toilet		
Bath/Shower		
Cabinets		

Tenant's Signature and Date: _____ Date _____