

**PEYTON PROPERTIES LLC APARTMENT
RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT**

THIS AGREEMENT is made this ____ day of _____, 2014, between Peyton Properties LLC (hereinafter called "Landlord") and _____ (regardless of number, hereinafter called "Tenant"), for the rental property (the "Premises") located at _____, Apt. _____, in the City of Moses Lake, Grant County, Washington. The Premises may be a portion of an apartment complex or other larger parcel of land and, if so, the larger parcel shall be referred to herein as the Property.

1. **TERM:** The term of this Agreement shall be (check one):

- a) _____ a month-to-month tenancy beginning _____; OR
- b) _____ a Lease for a term of ____ months beginning _____, 20____ and ending _____, 20____.

If Paragraph 1(b) is checked above, Check One of the Following:

- c) _____ Upon expiration of the above-stated initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Landlord upon thirty days' written notice, OR
- d) _____ Upon expiration of the above-stated initial term of Lease, all Tenant's rights to occupy the premises shall cease without right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term.

2. **RENT:** Tenant shall pay monthly rent and other charges in the following amounts:

MONTHLY PREMISES RENT	\$ _____
OTHER MONTHLY CHARGES (SPECIFY)	\$ _____
	\$ _____
	\$ _____
TOTAL RENT	\$ _____

The total amount set forth above is considered rent and is payable in advance by the 1st day of each and every month during said term to Landlord at 5301 Marshall Ave SE, Auburn, Washington 98092 or any such other place that the Landlord may from time to time designate. Any rent unpaid by the due date is termed delinquent. Landlord may, at Landlord's option, apply funds received from Tenant to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental, and past due rent, and current rent. At any time during a month to month tenancy, rent may be increased on 30 days written notice.

Rent received on or after the ____ day of each month shall result in assessment against Tenant of a \$ _____ late payment charge plus \$ _____ each additional day thereafter that rent has not been paid in full, all of which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$ _____ returned check fee. Should Tenant submit a check that is dishonored or returned for non-sufficient funds, or should Tenant offer payment to cure any default such as following receipt of a 3 Day Notice to Pay or Vacate, Tenant shall make such payment by cash, cashier's check or money order. If Tenant gives Landlord a check that is returned for non-payment, all future payments by Tenant shall be made by cash, cashier's check or money order. Notwithstanding the foregoing, Landlord may issue a 3 Day Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Landlord shall give a statutory 3 Day Notice to Pay or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Tenant agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$ _____ for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

3. **DEPOSIT:** Tenant agrees to pay the sum of \$ _____ as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. The deposit shall be kept in a trust account with _____ Bank, whose address is _____ . Tenant's liability is not limited by the amount of the deposit. Tenant is prohibited from applying any amount of the deposit to rental or other payments owed to Landlord. At the conclusion of the tenancy, Tenant shall provide Landlord with a single forwarding address to which the deposit accounting and any refund is to be sent. Any refund will be by a single check payable to all individual Tenants and they shall apportion any refund among themselves. Landlord's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Tenant's forwarding address within 14 days after termination of this Agreement and vacation of the premises, conditioned upon the following:

- a) Tenant shall have complied with all the conditions of this Agreement.
- b) Except for charges imposed pursuant to paragraph #4 hereof, Tenant shall clean and restore the premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear and tear from normal usage. Tenant agrees that soiling or staining is not wear and tear from normal usage.
- c) Tenant shall surrender all keys to Landlord.
- d) Tenant shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Landlord.

e) Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$ _____ per hour, excepting labor performed by parties other than Landlord or agent, which shall be assessed at its actual cost.

f) Tenant's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges. Any refund from deposit will be mailed to all Tenant(s) with a single check at their last known address (or such other single address as they provide for that purpose) within 14 days of vacancy of the Premises, and they shall apportion any refund among themselves.

4. NON-REFUNDABLE AND/OR PROCESSING FEES: Tenant agrees to pay the sum of \$ _____ (insert zero if this paragraph is inapplicable), as a non-refundable charge which shall be used for _____ (identify what the fee covers – be specific), which sum shall not be refunded under any circumstances. All monies received for late fees, deposits, credit check, etc. are considered rent charges for use of the property. Landlord may recover from Tenant any costs incurred not covered by this fee. Tenant(s) to Initial: _____.

5. PREPAYMENTS: Tenant has made a prepayment toward last month's rent of \$ _____. Tenant is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.

6. APPLICATIONS AND SCREENING FEES: Application and/or screening fees paid prior to commencement of tenancy in the amount of \$ _____ are non-refundable. Tenant authorizes Landlord to obtain supplementary credit reports at any time during the Tenant's occupancy of the Premises at Landlord's expense. Tenant warrants that they have never been convicted of nor pleaded guilty or no contest to a felony (whether or not resulting in a conviction) and that Tenants have never been convicted of or pleaded guilty or no contest to a misdemeanor involving sexual misconduct, or a crime against a child (whether or not resulting in a conviction). Tenant warrants the accuracy of all information contained on Tenant's rental application. A subsequent determination that Tenant provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and Landlord may take legal action to terminate this Agreement in such case. Tenant(s) to Initial: _____.

7. TERMINATION OF TENANCY: Tenant understands that this tenancy shall terminate at _____ a.m. /p.m. on the last day of occupancy. It is Tenant's obligation to have the premises vacant and thoroughly clean by that hour. Unless paragraph 1(d) governs this Agreement, any notice of termination shall be by written notice of at least twenty (20) days before the end of any monthly rental period, given by either party to the other. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Landlord in writing. If Tenant vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Tenant shall be liable for additional rent as provided for in RCW 59.18.310. Any items left behind in the unit by the Tenant after termination of tenancy will be handled as required under RCW 59.18.310.

8. DAMAGE: DAMAGE: Tenant has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (attach form as required by RCW 59.18.260). Tenant shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Tenant will bear the cost of any cleaning or repair performed by Landlord to restore the premises to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use of the Premises. Tenant is responsible for rent lost by Landlord while performing repairs and/or cleaning because of failure to comply with the foregoing.

9. AFTER-HOURS LOCKOUT CLAUSE: If Tenant(s) misplace keys to the rented premises, Tenant(s) are to contact a locksmith to allow entry at their own expense. If no locksmith is available actual charges for the cost of service will be billed. Landlord or offsite management reserves the right to charge a 'lockout fee' at any time and onsite management reserves the right to do so after hours, not to exceed \$100 and to be payable upon entry. Management does not guarantee 'lock out' service to be available.

10. A) SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:

The above described smoke detection device(s) are: (check one) ___ Hard-wired ___ Battery operated.

Tenant's initials acknowledge receipt: _____.

It is the responsibility of Tenant to maintain all smoke detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Tenant failing to comply with the provisions of paragraph #10 can be fined up to \$200.00 in accordance with RCW 43.44.110/WAC 212.10.050. Tenant's initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement.

Tenant to Initial: _____.

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 proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' 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/agent in writing.

a) The subject property (check one) ___ does ___ does not have a fire sprinkler system.

b) The subject property (check one) ___ does ___ does not have a fire alarm system.

c) 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: _____.

- d) The subject property (check one) does does not have an emergency **notification** plan for its occupants. The emergency notification plan, if any, has been provided to Tenant and Tenant's initials acknowledge receipt: _____.
- e) 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: _____.
- f) 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: _____.

10. B) CARBON MONOXIDE DETECTION DEVICES:

The above described carbon monoxide detection device(s) are: (check one) Hard-wired Battery operated Plug-in w/battery backup.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. It is the responsibility of the Tenant to maintain all carbon monoxide detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices. Tenant's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is the tenant's responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' 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 carbon monoxide detector for proper operation once a month and report any malfunctions to the Landlord/agent in writing. Tenant to Initial: _____.

11. USE/ASSIGNMENTS OR SUB-LETTING: Tenant shall not use the premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation, including, but not limited to, garage/yard sales and private lessons/tutoring. Tenant shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Tenant shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

Changes in occupancy are not permitted without the prior written approval of Landlord at the Landlord's sole discretion. In the event that Tenant contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Landlord consents there to and prepares a revised rental Agreement, which shall be signed by all Tenants. Should Landlord agree to any sublet, assignment or change in occupancy, the vacating Tenant recognizes that any prepayments or refundable deposits will be assigned to the successor Tenants and any refund shall be made solely to the successor Tenants at the termination of tenancy.

12. UTILITY CHARGES: (check blanks if applicable)

Paid for by Tenant to utility: electricity garbage sewer water natural gas / oil other _____. Tenant agrees to establish use, maintain and/or pay for all utilities without delinquency used in or charged against the Premises during the term of this Agreement. Tenant agrees to submit to Landlord upon demand, proof that any utilities, assessments or charges have been paid by Tenant.

Paid for by Tenant to Landlord: electricity garbage sewer water natural gas / oil other _____.

- Charges will be billed to Tenant based upon invoices received by Landlord/Agent directly from utility.
 - A flat fee of \$ per person is charged per month; OR
 - Utility(ies) is (are) included in rent; OR
 - Rent includes up to \$ per month usage for utility(ies) due to Landlord. Any charges incurred for the specified utility(ies) over the stated amount will be billed to Tenant by Landlord. electricity garbage sewer water natural gas / oil other _____.
- See below regarding billing practices.

BILLING PRACTICES. Tenant must pay amounts charged for utilities within _____ days after Tenant receives the bill. When the utility bill is billed to Landlord and copied to Tenant, Tenant will be charged a \$_____ service charge for processing. Utility payments received by Landlord after _____ days will be considered late. To understand how late payments and returned checks will be handled see Section 2 of this agreement. Non-payment of utility charges may lead to eviction proceeding. Landlord is entitled to use Tenant's security deposit to recover unpaid utility charges upon move-out. Landlord/Agent is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Tenant's lack of payment or otherwise.

13. DELIVERY OF PREMISES: If for any reason Landlord does not deliver possession of the Premises on the commencement of the term of this Agreement, rent shall be prorated until Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within 10 days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.

14. PETS AND ANIMALS: Except for service animals as defined in law, Tenant shall maintain no pets or animals (including mammals, reptiles, birds, fish, rodents or insects) upon the Premises, nor allow visitors or guests to do so without Landlord's prior written consent, other than *(if blank, then none)*: _____.

15. ATTORNEYS FEES/VENUE AND JURISDICTION: As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located.

16. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term of Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

17. WATER-HEATER: PURSUANT TO RCW 19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Tenant acknowledges that, if accessible, Tenant has inspected the hot-water heater and to the best of Tenant's knowledge does not believe it to be set higher than 120 degrees Fahrenheit. Tenant to Initial: _____.

18. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

19. RENTAL PREMISES, STORAGE AND PARKING: The Premises consist of the interior of the apartment. Regardless of whether they are assigned for Tenant's use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the Property and are not part of the Premises. Whenever Landlord assigns such areas for Tenant's use, said usage is a license to use in common with Landlord. Tenant is licensed to use parking space _____ and storage locker _____. All Tenant's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). Regardless of whether the Premises are an apartment or single family home, Tenant recognizes that his/her storage of any personal property on the Premises is at his/her own risk. Tenant hereby recognizes that Landlord and agent are not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Landlords' control.

20. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION: Landlord disclaims any warranties or representation that it will be liable to Tenant, Tenant's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by Tenants of the property or other persons. Tenant understands that Landlord and its legal representatives do not guarantee, warrant, or assure Tenant's personal security and are limited in their ability to provide protection. Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Tenant acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. **Tenant understands that any proactive steps Landlord has taken are neither a guarantee nor a warranty that there will be no criminal acts or that Tenant will be free from the violent tendencies of third persons. Tenant has been informed and understands and agrees that personal safety and security are Tenant's own personal responsibility.** Harassment or intimidation of a Tenant, guest, Landlord or Landlord's agent is prohibited.

Tenant is responsible for all damage caused the premises as a result of the negligence of Tenant, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

21. ATTRACTIVE NUISANCES: Tenant agrees to not use, install, allow or support any attractive features including but not limited to trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury. Any trampolines/attractive features or such other items in Tenant's possession shall be stored in such a way that they cannot be used. Tenant agrees to have items dismantled and stored in a safe condition.

22. RENTERS INSURANCE: Tenant is responsible for all damage caused to the premises as a result of the negligence of Tenant, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.
Tenant to Initial: _____.

____ **Renters insurance is required.** Tenant agrees to obtain insurance protecting the Premises from loss or damage caused by Tenant/Guest or Tenant's/Guest's negligence and understands that any insurance that Landlord maintains is not for the benefit of Tenant. A minimum of _____ dollars of liability coverage needs to be obtained. Tenant is required to provide proof of current renters insurance policy within 30 days of occupancy, and again at lease renewal.

____ **Renters insurance is not required.** However, it is recommended that Tenant obtain renter's insurance to protect Tenant's personal property and to cover Tenant's liability for Tenant's or its guest's negligence.

23. LIENS AND SALES: Landlord may mortgage the Premises or Property or grant deeds of trust with respect thereto. Tenant agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Tenant shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.

24. GENERAL TERMS: No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Tenant and Landlord. In the event of more than one Tenant, each Tenant is jointly and severally liable for each provision of this Agreement. Each Tenant states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Landlord.

25. TENANT'S OBLIGATIONS: Tenant agrees as follows:

General

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Tenant is responsible and to provide proof of payment.
- b) To execute all revised rental agreements upon request;
- c) To notify and deliver to Landlord any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Landlord by any governmental agency resulting from a Tenant's negligent behavior, including but not limited to, a failure to observe burn bans, Tenant's maintenance of a nuisance shall be the responsibility of the Tenant to pay.
- d) Provide the Landlord with emergency contact information within (10) days of commencement of tenancy and to provide updated or new information whenever such information is available.
- e) Not to do or keep anything in or about the premises that will increase the present insurance rate thereon. Tenant agrees to reimburse Landlord for any increase that might occur for violation of this rule;
- f) Tenant agrees to provide written notice to Landlord regarding any habitability issues and to give Landlord the opportunity to cure the defective condition prior to exercising any other option granted to the Tenant under law. Landlord is under no obligation to correct or repair any defective conditions caused by the Tenant.

Conduct

- g) Tenant is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- h) Tenant shall reimburse Landlord promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble caused by negligence or improper use by Tenant, their invitees, family or guests. Tenants shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Landlord. Landlord's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Tenant is not a waiver thereof; and Landlord may demand the same at any time.
- i) Not to permit any person to occupy the Premises other than those persons identified in paragraph #11. Guests of Tenant staying a maximum of _____ days are permitted within any given _____ week period and do not require authorization by Landlord. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$_____.
- j) Keys for unit should not be copied nor given to anyone other than those listed as lease or occupant without the Landlord's prior written consent.
- k) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; to refrain from use of the Premises or Property for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Tenant shall keep the premises free of illegal drugs, nor use the same on the Premises. Tenants agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other Tenants or endanger the health, safety, or well-being of any Tenant, family member, guest or invitee Tenant at the Property or adjacent properties. Tenant, family members or guests shall not engage in gang related activity on or about the Premises.
- l) Except in cases of emergency where no notice is required, to permit Landlord, his or her agents, employees, or representatives to enter the Dwelling Unit (hereinafter called "Premises") under 59.18.030 at reasonable times after notice as provided in the Residential Landlord-Tenant Act and to permit Landlord to show the premises to prospective Tenants.
- m) Tenant shall not keep or maintain a nuisance on the Property.
- n) Tenant, family and guests shall have due regard for the peace and enjoyment of other Tenants in the Building. The level of noise created by any Tenant, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other Tenant's unit between the hours of _____ and _____;
- o) To notify Landlord immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc.; notification should be immediate in an emergency. Repair requests should be made as soon as the defect is noted.
- p) Tenant's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets must be shampooed by Tenant upon vacancy. If carpets are new or Landlord had carpets professionally shampooed prior to Tenant's occupancy as indicated on the Property Condition Checklist form, Tenant shall also pay for professionally shampooing same. Tenant shall obtain area rugs or other coverings to protect hardwood floors.
- q) Tenant is to follow all bans/laws, including, but not limited to, burn bans.

- r) If applicable, the laundry room shall be cleaned by Tenant after each use. Laundry facilities shall not be used by non-Tenants or for commercial purposes. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles.
- s) Not to throw anything from windows and/or balconies;
- t) Tenant shall not block open or provide access through any security doors, nor shall Tenant disable any security devices on the Premises;
- u) No smoking is allowed in or on the property unless the Landlord/agent provides an alternate smoking policy addendum as an attachment to this agreement.

Maintenance, Repairs and Alterations

- v) To take all reasonable precautions to prevent the presence of bed bugs.
- w) Tenant understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Landlord installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Tenant, may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing of carpeting or padding.
- x) Tenants shall be responsible for any damage resulting from windows or doors left open.
- y) To take all reasonable precautions to prevent the presence of mold or mildew in the Premises, such steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Tenant agrees to promptly notify Landlord of the presence of mold or mildew.
- z) To protect against freezing of water pipes and waste pipes and stoppage of same in and about the premises. To maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises. Tenant shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.
- aa) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Tenant's family, invitee, licensee, or any person under Tenant's control to do so, and agrees to notify Landlord of any such damage that occurs; To repair at Tenant's expense any damage to the premises caused by Tenant's acts or neglect within the time period provided by written notice from Landlord requiring such repairs;
- bb) Not to make any alterations, additions, painting or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable T.V. jacks, nor to install any wires, cables or aerials for radio or television purposes on the roof or other parts of the building without the prior written approval of Landlord. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Tenant and shall become the property of Landlord and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the premises and the Property. Tenant is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- cc) Prior to the installation of a satellite dish, the tenant must first give notice to the landlord informing them that a satellite is to be installed. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the landlord. All satellite equipment and cabling must be contained within space under the tenant's direct control per the lease agreement, not within or accessible from common areas.
- dd) Tenant shall not disconnect or relocate within the dwelling any Landlord supplied appliance without Landlord's written consent.
- ee) In the event that the tenant requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the tenant, the tenant must pay for all actual service call charges.
- ff) To inspect and maintain in compliance with the information tag thereon all Landlord in-unit supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Tenant only and no warranty is made as to their sufficiency for the premises.

Cleanliness & Trash

- gg) The premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Tenant;
- hh) Tenant agrees not to store any hazardous material including but not limited to unreasonable amounts of flammable materials, asbestos, petroleum and petroleum by-products, old batteries, or paint on the premises or Property.
- ii) Not to store bicycles or other personal effects in common areas such as halls, stairways, elevators, laundry-rooms, public areas, or areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Landlord; to use common areas such as yards, play or garden areas in common with other Tenants and to have due regard for the joint use nature of such areas by removing all chairs, toys or other garden equipment after use and in all cases to remove such items by the end of each day.
- jj) To keep the Premises and common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.

Other

- kk) To permit Landlord to display "for rent" or "for sale" signs at any time during a tenancy;
- ll) Except as otherwise permitted by law, to display no signs or placards on or about the Premises or Property that are visible to the public;
- mm) Landlord is not obligated to provide window or door screens. If any are presently installed, Landlord has no obligation to maintain or replace them.
- nn) Not to install a waterbed or satellite dish without the prior written approval of Landlord. If permission is granted to use a waterbed, Tenant shall obtain an insurance policy to protect Landlord from any damage that may be caused thereby. No aquariums or other unusually heavy objects are permitted on the premises without Landlord's written consent.
- oo) Tenant shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Landlord proof upon request.

pp) To comply with any trespass admonishments issued by Landlord. To ensure the safety of all Tenants and their authorized guests, Landlord expressly reserves the right to exclude persons who are not authorized Tenants (as set forth in paragraph 11) from the Premises, including all common areas, parking areas and hallways. Tenants and their guests may not invite or allow anyone who has previously received a trespass admonishment onto the Premises for any reason. A Tenant (or guest of a Tenant) who knowingly invites or allows a previously admonished person onto the Premises without the written authorization of the Landlord or Landlord's agent shall be deemed to have materially violated the terms of this Agreement. In addition to any other lawful basis, Landlord may issue a trespass admonishment to exclude from the Premises or Property any person, whether a Tenant, occupant, invitee or other third party, who refuses to promptly show photo identification upon request by Landlord or an authorized representative of Landlord, or who refuses to identify him or herself as a Tenant, occupant, or guest of a specific Tenant. Tenant shall be personally liable for the acts of any guests who Tenant invites onto the Premises or Property.

26. DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY: In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Tenant's occupancy can be continued, Landlord shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Landlord's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Landlord elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Tenant, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Tenant vacates the Premises for a period of time, Tenant is obligated to vacate as instructed by Landlord and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if damages are caused by the tenant. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Landlord, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction and Tenant shall immediately vacate. In such case, Tenant shall pay rent pro-rata through the day Tenant vacates the Premises.

27. SUMMARY OF FUNDS RECEIVED AND DUE:

Item	Charge	Payment Rec'd	Balance	Due Date
First Month's Rent				
Last Month's Rent (if applicable)				
Non-Refundable Fees				
Refundable Security Deposit				
Other Payments (describe)				
TOTAL				

28. OPTIONAL CLAUSES:

29. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT; TENANT'S INITIALS ACKNOWLEDGE RECEIPT

- A. _____ Property Condition Report **(Required whenever a refundable deposit is collected)**
- B. _____ Lead Based Paint Pamphlet **(Required for pre-1978 Properties)**
- C. _____ Lead Based Paint Disclosure Addendum **(Required for pre-1978 Properties)**
- D. _____ Mold Handout

OPTIONAL ADDENDA AND ATTACHMENTS; TENANT'S INITIALS ACKNOWLEDGE RECEIPT

- A. _____ Crime Free Lease Addendum
- B. _____ Pet Addendum
- C. _____ Rules and Regulations
- D. _____ Utility Sub-metering Agreement
- E. _____ Smoke Free Addendum
- F. _____ If leased premises is within an HOA, Tenant acknowledges receipt of HOA House Rules.
- G. _____ Other

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Landlord/Agent: Peyton Properties LLC

Tenant _____

By: _____

Tenant _____

5301 Marshall Ave SE
Auburn, WA 98092
253-887-0327
206-989-2294 Pager