



LIGHTHOUSE COVE
PROPERTY MANAGEMENT

3656 NW Munson St
Silverdale, WA 98383

RENTAL/LEASE AGREEMENT

THIS AGREEMENT, made and entered, between Rowek Group Inc., dba Lighthouse Cove Property Management, from here on out known as LCPM, as acting Agent for _____ "Owner", of the below named property and herein after called "**Landlord**"; and _____ thereafter called "**Tenant**".

1. AGENT: Washington State Law requires real estate licensees to disclose to all parties to whom the licensee renders real estate brokerage services whether the Licensee represents the Lessor or the Lessee, both the Lessor/Lessee or neither. **Tenant** understands that **Landlord** is the acting agent of the "**Owner**". All notices and communications to **Owner** shall be directed to the attention of Lighthouse Cove Property Management, who is the duly authorized agent of the **Owner**. All notices and communications from **Landlord** shall be deemed notices and communications from the **Owner**. This Rental Agreement shall be binding if management of the property is transferred to the **Owner** or any agent procured by the **Owner**.

2. OWNER STATEMENTS: Agent cannot be held liable for any statements or promises made by **Owner** if **Owner** chooses to contact **Tenant** without Agents express written consent or presence.

3. IN CONSIDERATION of the payment of the rentals and the covenants herein contained on the part of the **Tenant**, **Landlord** hereby rents and demises to **Tenant(s)**, both jointly and severally the following-described Premises, situated in _____ County, Washington:

Street Address: _____ WA _____

Apartment No: _____ Parking Spot No: _____ Carport No: _____

Garage No: _____ Mail Box No: _____

4. MINIMUM TERM: **Tenant** agrees that the minimum term of the Rental Agreement shall be for a period of _____ days _____ months, commencing on _____, and terminating on _____. The length of the term is months and days. Should **Tenant** fail to occupy the Premises for the minimum term for any reason, such shall be breach of the agreement, and **Tenant** shall be liable for **Landlord** damages resulting from such breach, such as loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less, advertising costs, reimbursement of any move-in credits given to **Tenants** upon their move in, utility costs while vacant; yard maintenance costs while vacant, transportation costs to show until re-rented, and other costs and fees as described within this Rental Agreement. **Tenant** will also be responsible for any move in

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credits or incentives offered to incoming tenants in an attempt to lease the property in a timely manner.

5. RENT: Landlord hereby leases the physical property located at _____, for a total of \$_____, payable in monthly installments of \$_____ Dollars(\$) per month, plus \$_____ in prorated rent for the month of _____ payable in advance and without demand at the following address:

Lighthouse Cove Property Management

**3656 Munson St,
Silverdale WA 98383
360-698-3829**

_____ Rent is due on the first day of each month and is deemed late if it is received after the third day of the month. You may pay in person at our office during normal business hours (Business hours are subject to change) with personal checks or certified funds. Paper Payment Fee: Tenant shall pay a **\$15.00** administrative fee for each and every payment made by check, money order or other paper payment. Online payments incur no charges. This fee does not apply to subsidy payments, including paper payments received from Section 8 and Department of Social Services. **NO CASH IS ACCEPTED IN THE OFFICE FOR ANY PAYMENTS AT ALL.** For after hours or weekend drop off, we have a drop box on the right side of our building, attached to the side door. Please do not put any cash in the drop box and ensure that your rental address is on your form of payment. You may also mail in your rent payment to the above address, but bear in mind we go by the date the rent is received in the office, not the postmark. Another service that we offer is called PayNearMe and allows you to pay your rent, in cash if preferable, at any local 7-11 store. There is a service fee for this payable to 7-11 at the time of payment, and a voucher that is needed from our office. If you are interested in this, just let us know so we can provide you with your voucher.

6. ONLINE PAYMENTS: Once you are entered into our online system, Appfolio, you will be sent a tenant portal authorization via email so that you can go online to our website and set up your tenant portal. From here, you are able to pay your rent online, either by ACH transactions (Automated Clearing House) out of your bank account, or by credit or debit card. Be aware that credit or debit card payments are charged a service fee. There is no fee for ACH transactions. ACH transactions work like checks, where the money may take a few days to come out of your account. Please plan accordingly so as to avoid NSF (nonsufficient funds) fees. **Security deposits may not be paid online or via credit card.**

7. PRO-RATED MOVE-IN RENT: If the initial term of this Rental Agreement commences other than on the first day of a calendar month, **Tenants** rent shall be a pro-rated portion of a full month's rent, calculated on a daily (30-day month) basis from the commencement date until the first day of the following calendar month, and shall be payable in advance. First month's pro-rated rent calculations are as follows:

Monthly Rent Amount \$_____ divided by 30, times _____ number of days to occupy this month equals _____ Pro-rated rent

8. PRO-RATED MOVE OUT RENT: **Tenant** is responsible for paying the entire month's rent for their last month of residency. **Tenant** will only receive prorated rent back if their unit is re rented before the end of the month in which they gave notice. (E.g. **Tenant** gives proper notice by the 10th of May and moves out of their home on the 17th of May. House is re rented on the 22 of May. **Tenant** would receive 8 days of prorated rent back)

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9. RESTRICTION ON PAYMENT: All payments required may be made by personal check or through the online ACH system except as follows: Where more than one personal check or online payment has been returned by a bank or other financial institution with the indication that the check cannot be honored due to insufficient funds on deposit (whether or not such indication is accurate or inaccurate) all subsequent payments shall be made in cashier's check or money order, including any payment curing the dishonored check.

10. RETURNED CHECKS. A \$40.00 charge will be assessed for the first returned check. Late fees will also apply. A \$40.00 charge, plus late fee, will be assessed for a second returned check, and from that point forward, rent and other payments will be required to be paid with guaranteed funds such as a cashier's check or money orders. In addition, two NSF charges will also result in your online payment option being suspended.

11. LATE RENTS AND FEES: Rent is past due if received after 5:00 on the third day of the month and is considered late after that time. **Tenant** will be charged and agrees to pay a late fee of \$50.00 or 10% of a full month's rent, whichever is greater.

12. DEPOSITS: The **Tenant(s)** shall deposit with **Landlord** as a Security/Cleaning/Damage deposit, the above mentioned sum of _____ Dollars (\$), payable prior to occupancy. These funds are deposited in a trust account with **Wells Fargo**, Silverdale branch, in Silverdale, WA. **Tenant** cannot use the security deposit during the occupancy, or term of the Rental Agreement for rent. The **Landlord** shall furnish, within the number of days legally allowable by Washington State Law, an itemized statement for the security deposit. **Landlord** may use/deduct security deposit funds for the damage, cleaning, legal expenses, costs of collection, loss of personal property of **Landlord** included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, **Tenant** caused billing, photographs of damage, pest control, change of locks if keys issued are not returned or if **Tenant** provides an unauthorized person with any key to the property, termination fees, and re-rent fees. **Tenant** understands that the security deposit will only be refunded when the property is completely vacated and all of **Tenants** personal property has been removed. Any refund from the security deposit will be made payable to all current **Tenants** as shown on the Rental Agreement. Should **Owner** change management companies or list or sell the property, **Tenant** authorizes **Landlord** to assign this Agreement to the new **Owner** or Management Company and release any deposits or other **Tenant** related funds to the new **Owner** or Management Company, less any fees owed to **Landlord** as described within this Agreement and hold **Landlord** harmless from that assignment date and forward. If **Tenant** has made a security deposit with a prior **Owner** or property manager other than **Landlord** and the deposit has not been transferred to the current **Owner** or **Landlord**, the **Tenant** understands that any refund of the deposit must be pursued directly from the prior **Owner** or property manager and that **Landlord** shall have no responsibility for the same. (Washington State RCW 59.18.280)

13. ADMIN/COORDINATION FEES: **Landlord** charges a \$150 nonrefundable administration fee, due before move in. **Landlord** can also charge a \$100 coordination fee upon move out if house is not left in rent ready condition, and any move out work orders need to be ordered.

14. _____ UTILITY & MAINTENANCE REDUCTION PROGRAM: A portion of Resident's total amount due each month will be used to have HVAC filters delivered to their home approximately every 90 days under the Utility & Maintenance Reduction Program. Resident shall properly install the filter that is provided within two (2) days of receipt. Resident hereby acknowledges that the filters will be dated and subject to inspection by **Landlord** upon reasonable notice to verify replacement has been timely made. If at any time Resident is unable to properly or timely install a filter Resident shall immediately notify **Landlord** in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and **Landlord** shall be entitled to exercise all rights and remedies it

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has against Resident and Resident shall be liable to Landlord for all damages to the property, A/C or heating system caused by Resident's neglect or misuse. A monthly fee of \$10.00 is due in addition to rent paid to Lighthouse Cove.

15. MOVE IN FEES AND DEPOSITS:

Security, Cleaning and Damage Deposit: _____

Pet deposit: _____

Additional Deposit: _____

Nonrefundable administration Fee \$150.00

Total Due Prior to Occupancy: _____

Payment Plan for deposits if applicable _____

16. _____. **SERVICE FEES:** Tenant agrees to pay \$35 for each notice delivered to the Premises by Landlord for eviction, notice for a lease violation, and notice when Tenant has terminated any Tenant paid utilities.

17. **TERMINATION FEE.** (Re-Rent Fee) A Break Lease fee of 75% of one month's full rent (_____) will be charged to all Tenants who do not complete their full lease term, or who do not give proper twenty (20) days written notice if they are on a month to month agreement. This fee is in addition to all other fees described within this Rental Agreement to include all lost rents. If Tenant supplies Landlord with a new qualified Tenant to take over occupancy, there will be a Lease Takeover Fee of 50% of one month's rent (_____). All termination fees must be paid in full to the Landlord upon written demand by the Landlord to the Tenant.

18. **ATTORNEY FEES.** If any legal action or proceeding be brought by either party to enforce any part of this AGREEMENT, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs. If Tenant defaults in the performance of any obligation under this Rental Agreement, Tenant shall pay, in addition to any other sums owed, Landlord's reasonable attorney's fees and other cost related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by Tenant to enforce Tenant's obligation under this Rental Agreement, whether or not the Rental Agreement is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court. Landlord and Tenant expressly contract that, if it becomes necessary for Landlord to commence a legal action to recover possession of the Premises by reason of nonpayment or other breach of the Rental Agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees and costs incurred by Landlord in bringing such action to recover possession, and agrees that the Court may award such attorney's fees as costs in such legal action. (WA RCW 59.18.510(5))

19. **APPLICATION OF FUNDS.** Monies paid by Tenant shall be applied in the following order (1) Non-Sufficient Fund Fees, Late Fees and/or posting or service fees (2) Tenant Caused Billing (3) Past Due Utilities (4) Attorney Fees (5) Tenant caused property damage, (6) Past Due Rent, oldest month to newest, no matter what the memo line of the check says. Oldest balances may be paid first resulting in a shortage in rent, if there is a balance due on Tenants account.

20. **UTILITIES:** Tenant shall pay in full for all utilities as listed on separate utility addendum. Tenant agrees to place utilities in Tenant's name prior to occupancy of Premises and continue until the termination date, as evidenced by the proper 20 days' written notice or last day of the lease. Tenant has an obligation to notify Landlord prior to any

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interruption of utility service to the Premises. Any damage or loss incurred due to **Tenants** negligence to pay utility, abandonment, or failure to provide heat when exterior temperatures fall to 32 degrees or below, or to inform **Landlord** of shut off shall be at **Tenants** expense. **Tenant** further agrees to work directly with the appropriate utility company and to hold the **Landlord** harmless for charges incurred by **Tenant**. **Landlord** may from time to time require **Tenant** to pay for utility(ies) directly to **Landlord** in addition to the rent payment. In the event utilities are furnished by the **Landlord**, **Tenant** agrees to exercise diligence in conserving said utilities, specifically water, heat and electricity. Upon termination of lease obligations, **Tenant** agrees not to turn power and gas off, but rather to have the companies transfer service back to LCPM, so as to not incur any reconnection fees. If **Tenant** fails to have utilities transferred and any reconnection fees are incurred, **Tenant** will be liable for any and all costs to have utilities turned back on at residence and to have bill put back in their name. There may be times when utility payments are requested to be made directly to **LCPM** and in those instances **Tenant** agrees to make said payments upon demand.

21. LANDLORD PROVIDED HEAT: If **Landlord** is responsible for the utility that regulates heat to the rental property, the thermostat will be set to 70 Degrees Fahrenheit and a locking thermostat cover may be installed. Any tampering or removing of the thermostat cover is prohibited, and will result in a fee of \$100 per occurrence.

22. _____ SIGHT UNSEEN: Parties agree that **Tenants** were given the opportunity to view or have their agent or assigned person view the property prior to signing the Rental Agreement. If **Tenants** declined to do so and choose to sign the Rental Agreement on subject property sight unseen for their convenience, parties acknowledge that **Tenants** will be fully obligated to the signed Rental Agreement should they not take occupancy of the Premises. **Tenant** does agree that any maintenance shall be done as required by the Rental Agreement and not the preferences of the **Tenant** since **Tenant's** agreed to take property sight unseen. **Tenant** has read through, agreed to and signed the Sight Unseen Addendum.

23. OCCUPANCY. The Premises are to be occupied as living quarters for no more than _____ adults and _____ occupants under the age of 18. Only those adults specifically named above may occupy and use the property. **Tenant** agrees to notify **Landlord** in writing of any extended vacations or absences (14 days or more) from the Premises as to the dates **Tenant** shall be absent. **Tenant** further agrees to request in writing the authorization for other persons to occupy the Premises while **Tenant** is absent. Occupancy by anyone other than those named above for more than 14 nights shall constitute a breach of the Rental Agreement unless prior consent is obtained in writing by **Landlord**. If there is a change of roommates on this lease agreement there will be Roommate Adjustment Fee of fifty Dollars (\$50) per roommate.

24. INCARCERATION, DEATH, OR INCAPACITY OF TENANT: In the event of the incarceration or death of the **Tenant**, if the affected **Tenant** is the sole **Tenant**, this Lease shall terminate. In the event of the incapacity, incompetency or inability to care for him or herself of the sole **Tenant**, or the primary wage earner if there are multiple **Tenants**, a reasonable accommodation request may be submitted and if approved, this Lease shall terminate with a 20-day notice. In any of the foregoing circumstances, the **Tenant** hereby authorizes the following person to enter the premises and remove the **Tenant's** personal property. In the event of a death, the **Tenant's** duly appointed Personal Representative (executor) shall also have such authority.

Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Cell Ph: _____

Email Address: _____ Relationship: _____

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25. USE OF PREMISES. Premises shall be used as a residence only. Operating a business from this property is prohibited. The number of occupants is not to exceed the number of persons shown on the application. For purposes of this Rental Agreement, occupancy shall be defined as residing in the apartment three (3) days or more in any one-week period. **Tenant** shall not violate any local, state or federal law in the use of the Premises; commit, waste or nuisance, disrupt or violate any persons right to quiet enjoyment, molest, or interfere with any other **Tenant** or neighbor, and the Conditions, Covenants and Regulation (CC&R's), if applicable.

26. MULTIPLE RESIDENTS OR OCCUPANTS. Each **Tenant** (and each **Tenants** share of the security deposit) is jointly and severally liable for all lease obligations. Violation of the Rental Agreement or rules by any **Tenant**, guest or occupant shall be considered a violation by all **Tenants**. Requests and notices from any **Tenant** or occupant (including notice of lease termination, repair requests, and entry permissions) shall be deemed from all **Tenants**. In eviction cases, or for any other purposes of providing notice, any of the multiple **Tenants** shall be considered the agent of all other **Tenants** in the Premises for the purposes of providing notices and service of judicial process. Security deposit refunds will be made in one check jointly payable to all **Tenants**; and such check and any deduction itemizations will be mailed to one **Tenant** only.

27. JOINT AND SEVERAL OBLIGATIONS. Each **Tenant** under this Rental Agreement is jointly and severally individually liable to the **Landlord** for the total rent due and damages inflicted upon the leased Premises whether or not **Tenant** continues to physically occupy the Premises. **TENANTS** with roommates agree that if one roommate does not pay their portion of the rent, a late fee equivalent to 10% of the entire rent will be assessed.

28. ASSIGNMENT, SUBLETTING AND REPLACEMENTS. The undersigned **Tenant(s)** agree and understand they are not to sublet any portion of the Premises in which they have entered into agreement under the terms of this Rental Agreement. If the **Tenant(s)** wishes to have another person(s) reside in the Premises, or replace one of the **Tenants**, **Tenant(s)** must abide by the following: (1) **Tenant(s)** must first contact **Landlord** and submit in writing any requests for another person(s) to reside in the Premises. If the person(s) desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application, as well as pass the required screening (2) The **Tenant(s)** must abide by the decision of the **Landlord** whether another person(s) can be added to the Rental Agreement. (3) If **Landlord** approves the person(s), a fee of \$50 must be paid in advance and the **Landlord** (at **Landlords** option) may require that this Rental Agreement be signed by the proposed **Tenant** with or without an increase in the total security deposit or **Landlord** may require that an entirely new Rental Agreement be signed by the remaining and replacement **Tenant**. Unless **Landlord** agrees otherwise in writing, any departing **Tenant(s)** interest in the security deposit will automatically transfer to the replacement **Tenant** as of the date of the **Landlords** approval; and the departing **Tenant(s)** shall no longer have any refund rights to the security deposit. The departing **Tenant(s)** will not be released from liability for remaining term of this Rental Agreement unless **Landlord** agrees in writing. If the departing **Tenant(s)** is not released, such **Tenant(s)** liability for future charges will remain the same as the remaining **Tenant(s)**., (4) The original Move-In Inspection Form of this Rental Agreement will prevail.

29. PERSONAL PROPERTY. All personal property now on or in the Premises shall remain at the termination of this rental agreement. **Tenant** acknowledges that the below checked appliances have been furnished and are in working condition and are to remain in the rental upon termination: **Owner supplied appliances:**

. **Tenants** understand that the following appliances have been left in the premises for tenant to use, but will not be repaired or replaced if needed. _____. These appliances will only be removed

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if they cease to function during the **Tenants** lease term. For safety reasons, **Tenant** agrees to turn off and not operate washers, dryers, ovens, and stoves, while absent from the Premises.

30. LOST OR STOLEN PROPERTY. **Landlord** shall not be responsible for any of the **Tenant's** property lost or stolen either from **Tenant's** rented Premises or from any parking, storage, or common area in or about the building or Premises. **Tenant** assumes all responsibility for the security and safekeeping of any such property.

31. KEYS AND CONTROLS (Continued): **Tenants** are not to leave keys in Premises at time of move out. **Tenant** will be charged rent until all keys and controls, as listed above, are surrendered directly to **Landlord**. (E.g. **Tenant** gave notice to vacate on November 10th. **Tenant** paid all of November's rent, but did not turn in the keys until December 5th. **Tenant** will be responsible for 5 days of December's pro-rated rent plus late fees). If **Tenant** fails to turn in the keys by December 5th, **Tenant** will be charged for the entire months worth of rent. **Tenant** agrees to lock all doors and windows during **Tenants** absence from the Premises. If **Tenant** should lock himself out and need to remove the Master key to the property from the office during business hours, there will be a \$25 fee. If after hours, **Tenant** understands that LCPM is not responsible to let them back into their unit, and they will have to call a locksmith.

32. PARKING: All parking is reserved for **Tenant** use only. If parking is assigned, **Tenant** agrees not to park in any area other than **Tenant's** assigned parking spot or carport number. Any parking in designated fire or no parking zones or parking in a stall not assigned to **Tenant** shall result in a parking violation fee, and/or towing of the vehicle at **Tenant's** expense. **Tenant** agrees and understands that they are responsible for ensuring that their guests park only where permitted and that **Tenant's** guests understand that their car may be towed if parked where not allowed. **Tenant** agrees to notify **Landlord** of any illegal, unauthorized or inoperable vehicles or any vehicles with expired tabs.

33. BOATS/TRAILERS. Storage of boats, trailers/RVs, vehicles exceeding one ton, or any other vehicles other than those listed below is prohibited, except with explicit written permission from **Landlord**. Boat, RV or oversized vehicle parking is also subject to Home Owner Association regulations, if applicable.

34. PARKING LOT SPEEDS. If property has a parking lot, **TENANT** agrees to operate any motorized or non-motorized vehicle at a maximum speed of ten (10) miles per hour or lower if the posted speed is lower than ten (10) miles per hour.

35. PETS. _____ **Tenant** certifies that they do not have pets.

_____ **Tenant** certifies that they have _____ pets, for which they have paid a refundable pet deposit of _____.

_____ **Tenant** also certifies that they have read and signed the attached **Pet Addendum**.

36. PROHIBITIONS: Unless otherwise specified or authorized by **Landlord**, **Tenant** may not install or permit any of the following on the property, even temporarily: a spa, hot tub, above-ground pool, trampoline, play structure or any item which could cause a suspension or cancellation of insurance coverage or an increase in insurance premiums. **Tenant** may not permit any part of the property to be used for 1) any activity which is a nuisance, offensive, noisy or dangerous 2) the repair of any vehicles 3) any business of any type, including but not limited to child care 4) any activity which violates zoning ordinances, owners association rule or restrictive covenant 5) any illegal or unlawful activity, either on a Federal or State level or 6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

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37. ENTRY AND INSPECTION. Landlord has the right to enter the Premises or provide access to the property and Tenant agrees not to unreasonably withhold from the Landlord consent to exhibit or to show the Premises to prospective tenants, workmen, contractors, purchasers, appraisers, insurance agents, real-estate agents or anyone else with a valid interest in seeing the property, with a minimum of one days' notice. Landlord has the right to enter the Premises and Tenant agrees not to unreasonably withhold from the Landlord consent to perform periodic evaluations/assessments/inspections of the property, or provide access for workmen to commence repair work, with a minimum of two days' notice. After notice of termination or notice to vacate, or the sixty (60) days or less preceding the expiration of the lease term, Tenant authorizes Landlord to evaluate the property, place a **FOR RENT** sign on the property and show property to prospective Tenants. After notice of termination or notice to vacate or the sixty (60) days or less preceding the expiration of lease term Tenant authorizes Landlord to place a **FOR SALE** sign on property as well as a Realtor MLS lockbox, and to show or allow other agents to show property to prospective Buyers. For each occasion where the access rights described above are denied by the Tenant, Tenant shall pay Landlord the sum of \$100 (one hundred dollars) as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that this fee is a reasonable pre-estimate and not a penalty. Fee is payable with the next months rent.

38. YARD MAINTENANCE. Tenant understands that at all times Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly item. Tenant shall not install any plants, trees, flowers, or shrubs without prior written approval from Landlord. Any unauthorized installation will be considered damage and Tenant agrees to pay for the removal of such plantings and the cost to restore the affected areas to the original condition, unless Landlord agrees, in writing that installation can remain. Tenant also agrees not to store anything (personal items, firewood, building materials, or anything else) within ten feet of the property, so as to prevent possibility of infestations. Tenant further agrees not to place anything over the septic drain field, if the house should have one.

_____ Tenant is responsible for maintenance of all landscape. This includes: watering regularly during the growing months (generally April to September), mowing and edging lawn areas, weeding of planters and flower beds, trimming and edging of grass and planters, application of weed control and fertilizer on grass, setting of automatic timers for irrigation/sprinkler system, and reporting problems to Landlord. If Tenant does not care for landscape as required and disregards Landlord's notice to correct, Landlord reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance. Tenant agrees that the yard has been mowed within seven 7 days of occupancy and that grounds are in good condition. The Tenant further agrees to deliver the property, at the end of this tenancy, grass that is mowed, trimmed, edged and properly watered, and planter areas free of weeds.

_____ Landlord is responsible for maintenance of front/back landscape. Tenant is still required to keep area free of debris, watering of landscape, setting of automatic timers for irrigation/sprinkler system and reporting problems to Landlord.

_____ Landlord is responsible for maintenance of entire yard to include watering. Tenant is required to keep area free of debris, and to report problems to the Landlord.

39. OUTSIDE MAINTENANCE. Tenant agrees to keep sidewalks and driveways free of debris, and in safe condition in accordance to city ordinance. Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of. Tenant agrees to pick up trash, animal feces and debris that blows onto or appears on the Premises, no matter the source on a regular or weekly basis.

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40. TRASH AND CONTAINERS. **Tenant** agrees not to allow trash or other materials to accumulate which will cause a hazard, violation of any health, fire or safety ordinance or regulation, or is a visual nuisance. **Tenant** shall place all garbage inside containers with lids. Items too large to fit in the trash shall not be placed in or near the container and **Tenant** agrees to remove these items from the Premises immediately at **Tenant's** expense. If the trash removal company refuses to remove any portion of **Tenant's** garbage, **Tenant** agrees to remove it from the property immediately at **Tenant's** expense.

41. POOL/SPA MAINTENANCE: _____ **Tenant** is responsible for the care and service of the pool, spa/hot tub even if they choose not to use it. **Tenant** responsibilities include, but are not limited to: maintaining proper water level, weekly testing and adjusting for proper chemical balance, weekly cleaning of pool and/or spa/hot tub, weekly cleaning of filters and replacement of filters as necessary, proper cleaning and maintenance of covers, ensuring proper power and heating to keep from freezing, and draining as required.

_____ The **Landlord** provides pool/spa service. **Tenant** is required to maintain level of water and report any problems.

_____ The **Home Owner's** Association provides pool/spa service. **Tenant** is required to report any problems.

42. REPAIRS AND MALFUNCTIONS. All service or repairs, which fall within the responsibility of the **Landlord**, shall be requested in writing. Online maintenance requests may be submitted at www.lighthouse-cove.com under the **Tenants** online portal. **Tenant** shall not make repairs or hire contractors to make repairs. After hours emergency requests must be made through the emergency maintenance line at **855-559-5525**, which is manned 24 hours a day by SuperTenders, a third party after hours maintenance facilitator. **Landlord** shall respond to the emergency maintenance request as soon as possible. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. **Tenant** is directed to call 911 for emergencies causing immediate danger such as fire. Non-emergency requests will be scheduled and responded to within one week of notification. If **Tenant** has not been contacted by a contractor within three days, **Tenant** agrees to contact **Landlord** immediately. **Tenant** acknowledges that maintenance repairs are commonly contracted out and that maintenance vendors are not employees of **Landlord** (Lighthouse Cove Property Management) and will not hold **Landlord** responsible if **Tenant** has not contacted **Landlord** when contractor fails to communicate or does not keep committed appointment.

Tenant agrees to attempt to remedy the below maintenance issues prior to notifying **Landlord**:

1. Smoke Detector won't work when tested: Test with approved smoke detector smoke spray, replace battery.
2. Smoke Detector beeps: Replace battery
3. No power to plugs or switches: Check and reset breaker panel or replace blown fuses. Check and reset all GFCI outlets (located in kitchen, bathrooms, utility rooms, and garages). Check if plug works off a wall switch.
4. Garbage disposal doesn't work: When on, do you hear a buzz? If you do not hear a buzz, hit the reset button on the bottom of the disposal and test. If you hear a buzz, turn off disposal and unplug from wall. Place a ¾ inch Allen wrench in the center shaft and twist back and forth (this unjams the disposal). Remove the object, turn back on, and test. Repeat until the object is removed.

5. No hot water: Check thermostat on tank for proper temperature setting. Check that thermostat is not set to "vacation". Check and reset breaker in power panel. Check and reset button next to thermostat.
6. Hot water is too hot: Check thermostat on tank and turn down.
7. Plumbing or fixtures leak: Turn off water fixture, turn off water at supply line and notify **Landlord** immediately
8. Toilet is plugged: Plunge and test. Repeat as needed.
9. No heat: Check thermostat. Check that furnace covers are in properly. Check that a switch that looks like an ordinary light switch is turned on (located in or near the furnace room). Did you pay or disconnect the utility? Are you changing your filters every 3 months? **Tenants** will be charged for heater repairs caused by dirty or missing filters.
10. Dishwasher won't drain: Clean food out of bottom of dishwasher.
11. Dishwasher doesn't clean dishes: Don't run garbage disposal while D/W is running. Run D/W without any soap through several cycles. Clean out the bottom of D/W. Pre-wash your dishes.
12. Dishwasher grinds or no water is coming in. Turn off, if no water on the bottom pour two large glasses of water into the bottom and re-start. Run the dishwasher with no soap to clean out any remaining soap that could be blocking pump. If problem continues, call **Landlord** and discontinue use.
13. Refrigerator too warm or too cold: Check thermostat in refrigerator is set correctly.
14. Water drips from freezer to refrigerator compartment. Remove all food and store in a cooler. Turn off refrigerator and allow defrosting. Turn refrigerator back on and replace food.
15. No Air Conditioning: Check all circuit breakers. Clean and replace filter and test. **Tenants** will be charged for A/C repairs caused by dirty or missing filters.

Except under instruction from Landlord or power company, Tenant is not permitted to remove fuses or flip breakers into the "OFF" position

43. DESTRUCTION: During **Tenant** occupancy of the Premises, **Landlord** shall have the risk of loss to the Premises (but not **Tenant's** property therein) resulting from fire, windstorm, hail, lightning, act of God, or like casualty, and in the event of damage or destruction from such cause, **Landlord** shall, at **Landlord's** option, repair or replace the same, or declare this Rental Agreement terminated as of the date of such loss or destruction. Should **Landlord** fail to promptly repair or replace any such loss of destruction, **Tenant** may at **Tenant's** option declare this Rental Agreement terminated. All rent due from **Tenant** during any period the Premises are rendered unrentable by reasons of such loss or destruction shall be abated.

44. ACCESS FOR REPAIRS: **Tenant** hereby agrees, requests, and authorizes **Landlord** to allow maintenance contractors and personnel to check out a key from **Landlord** with the sole purpose to gain access to the property to make necessary repairs during normal business hours unless otherwise agreed upon with **Tenant** and contractor. **Tenant** further agrees that when **Tenant** contacts **Landlord** and requests repairs, at that time **Tenant** received proper and sufficient notice that **Landlord** shall gain access to the property to make the necessary repair via a pass key.

_____ **45. SMOKE and CO DETECTORS:** **Tenant** and **Landlord** agree that all smoke detectors and CO detectors are in working order, and henceforth **Tenant** agrees to keep electricity provided to the smoke, fire and CO detectors either through battery or Puget Sound Energy. **Tenant** acknowledges and agrees to locate the smoke and CO detectors in the property and further agrees to test the detector within five (5) days of move in and again at least once a week. If the detector is battery powered, **Tenant** agrees to replace the battery as needed or at least once a year. If, after replacing the battery, the smoke or CO detector does not work, **Tenant** agrees to inform the **Landlord** immediately of any malfunction. Upon termination of this tenancy, **Landlord** will replace all expired or missing smoke or CO detector batteries or detectors at **Tenant's** expense. *(WA RCW 43.44.110, Section 3)*

46. TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES. **Tenant** shall be responsible for the following:

- a. Keeping the property clean and sanitary inside and out and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises.
- b. Reporting to **Landlord** items needing repair immediately, especially in the case of leaks or electrical problems.
- c. Pay for damage to Property as a result of failure to report a problem in a timely manner. (Within 8 hours of problem being realized)
- d. Pay **Landlord** upon demand for costs to repair, replace or rebuild any portion of the Premises damaged, whether through act of negligence by **Tenant**, **Tenant's** guests, or invitees.
- e. In the event of a "break in", supply **Landlord** with a copy of the police report at **Tenant's** expense; should **Tenant** fail to do so, **Tenant** agrees to pay repair costs.
- f. Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to **Landlord** detailing circumstances of breakage.
- g. Payment of unnecessary workman service calls, for service calls caused by **Tenant's** negligence, and for extra service call as a result of failure to keep appointments with repairman. This fee will be equal to one hours servicecall.
- h. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- i. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries and cleaning or replacing furnace filters every three months. Under no circumstances is **Tenant** to perform any electrical repairs.
- j. Carpet cleaning when it becomes soiled during tenancy.
- k. Maintaining normal insect and rodent control.
- l. Refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks into drains. **Tenant** agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects. **Tenant** agrees not to use Draino or any other like kind drain declogger, as these chemicals cause degradation of the pipes.

- m. Clearing blockages of garbage disposal not caused by mechanical failure.
- n. Routine cleaning of window coverings.
- o. Remove and properly store all holiday decorations within five (5) business days of the holiday.
- p. Remove garden hoses from exterior hose-bibs/water spigots when temperatures drop below 50 and ensure they are completely turned off. Also placing faucet spigot covers on exterior spigots during winter months. In the event the plumbing at the premises is frozen or obstructed due to the negligence of **Tenant**, their family or guests, **Tenant** shall pay immediately the cost of repairing frozen pipes or clearing such obstruction and any additional costs associated with said repair (i.e. Drywall, carpets, etc.).

_____ **47. WATER HEATER.** Pursuant to RCW 19.27, 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, they will inspect the hot water heater within 5 days of receiving keys and if it is set higher than 120 degrees Fahrenheit they will inform the office immediately.

48. NORMAL WEAR AND TEAR DEFINED: Normal Wear and Tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the premises or contents by the **Tenants**, their family, or their guests. For the purposes of this agreement, Tenant agrees that they have read and signed the attached addendum that lists common occurrences of normal wear and tear versus what constitutes damage.

49. MOISTURE ACCUMULATION. **Tenant** shall remove any visible moisture accumulation in or on the premises, including all walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when utilizing any fixture or object that produces steam; and keep climate and moisture in the Premises at reasonable levels. Tenant also agrees that they have read and understand the attached Mold Addendum.

50. NOTIFICATION TO MANAGEMENT OF MOISTURE. **Tenant** shall promptly notify management in writing of the presence of the following conditions: (1) a water leak, excessive moisture, or standing water inside the premises, (2) A water leak, excessive moisture, or standing water in any community common area (3) Mold growth in or on the premises that persists after **Tenant** has tried several times to remove it with a mildcide solution. (4) A malfunction in any parts of the heating, air-conditioning, or ventilation system in the Premises, and (5) any electrical problems.

51. LEAD PAINT

_____ The property was built after January 1, 1978 and does not require a lead based paint addendum.

_____ The property was built prior to 1978 and **Tenant** is hereby notified that such property may present exposure to lead from lead-based paint that place young children at risk of developing lead poisoning. The **Landlord** has neither knowledge nor any reports of lead-based paint and/or lead-based paint hazards in the housing. **Tenant** acknowledges receipt of the pamphlet Protect Your Family from Lead in your Home.

52. NOTICE. Notice to terminate can be delivered to **Landlord** or any address designated by **Landlord**. Notice begins on the day following the day notice is received by **Landlord** and must be in writing. **Tenant** may obtain the 20-Day Notice to terminate tenancy form from **Landlord**, complete and submit said form back to **Landlord**. Form is available in the office

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or on the website at www.lighthouse-cove.com . **Verbal notices are not accepted or honored.** **Tenant** can also give notice by personal delivery. Except as prohibited by law, or as set forth in paragraph 3 herein, either party may cancel the Rental Agreement by service upon the other, with a written twenty (20) day Notice of Termination of Tenancy. Notice to retract a prior written notice to vacate must be submitted in writing. **Tenant** understands and agrees that **Tenant** is responsible for all advertising costs and any other costs associated with the retraction of their notice. (WA RCW 59.18.200 Section 1A)

_____ **53. PROPER NOTICE TO VACATE:** **Tenant** is responsible for providing written Notice to Vacate as laid out by Washington State Law, twenty days prior to the last day of either the final month of their lease agreement, or if on a month to month twenty days prior to the end of the month in which they plan on moving out (For example, if a tenant's lease ends on November 30th, notice is required by November 9th if they plan on moving out. If tenant is on month to month and wants to move out at the end of March notice must be received by March 11th).

54. EARLY DEPARTURE: If **Tenant** vacates prior to the 20th day of the notice to vacate, **Tenant** may notify **Landlord** and surrender all keys. **Tenant** understands that he/she is still responsible for rent and utilities until the 20th day of the notice to vacate. It shall be the **Landlord's** responsibility to put forth reasonable effort to prepare and re-rent the Premises. **Landlord** agrees to pro-rate rent back to **Tenant** any rental funds collected from the new **Tenants**, if **Tenants** move in prior to commencement of following month.

55. BREACH OF CONTRACT. In the event the **Tenant** moves out prior to the end of the Rental Agreement, or is evicted due to a violation of the Rental Agreement, **Tenant** agrees to reimburse **Landlord** for all costs incurred as a result of the breach. These costs may include, but are not limited to attorney's fees and lost rents, reimbursement of any move-in credits to replacement **Tenants**, damage, court costs, cleaning, costs of collection, loss of personal property of **Landlord** included in this Rental Agreement, service fees, non-sufficient fund fees, **Tenant** caused billing, photographs of damage, pest control, change of locks if keys issued are not returned or if **Tenant** provides an unauthorized person with any key to the property, termination fees, and re-rent fees

56. MORTGAGE. The Premises may be mortgaged or may be subject to a contract for deed. **Tenant** agrees that the right of the holder of any present or future mortgage or contract for deed is superior to the **Owner's** Right and in the event of a foreclosure; the Grantor or Trustee has the right to terminate **Landlord's** management agreement without notice. In the event of a foreclosure, **Tenant** understands that **Landlord** may be required to surrender all funds held on behalf of the **Tenant** to the Grantor or Trustee and **Tenant** hereby agrees to hold **Landlord** harmless of all claims and to enter into a new **Landlord/Tenant** relationship with the Grantor or Trustee.

57. DEFAULT BY TENANT. In the event of **Tenant's** default in payment of rental, a breach of any of the other terms and conditions of this Rental Agreement, this agreement and **Tenant's** tenancy hereunder may be terminated upon three (3) days written by **Landlord** to **Tenant**. **Tenant** shall, by the end of the third day following the giving of any such notice, either deliver up possession to **Landlord** or, correct the matter in default. Should **Landlord** be compelled to institute a legal action to recover possession of the Premises by reason of nonpayment of rental by **Tenant** and should **Tenant** tender payment of rental after commencement of such legal action, **Landlord** shall not be required to accept such payments unless **Tenant** pays the entire rental in default plus attorney's fees, court costs, and service fees incurred by **Landlord** in said legal action up to said time. Any acceptance by **Landlord** of a sum less than the amount: (1) shall by totally at **Landlord's** option and such payment shall be applied first to attorney's fees, court costs, and service fees incurred by **Landlord** in said legal action, then to rental, and (2) shall not operate to stay said legal proceeding or as any

waiver of **Landlord's** right to possession of the Premises (e.g. **Landlord** need not demise any eviction lawsuit if less than the full aforementioned sum is paid).

58. MOVE-OUT INSPECTION. It is office policy that move out walk throughs are NOT performed with the tenants. Once tenant has turned in their keys, exit walk through will be completed at **Landlord's** earliest convenience. If tenants request to be present at their walk out inspection, it must be scheduled Monday – Friday between 9AM and 12PM and there will be a \$150.00 charge.

59. MOVE-IN INSPECTION AND ACCEPTANCE. **Tenant** acknowledges that the move-in condition report has been completed prior to lease signing. **Tenant** will receive a copy of their walk in condition report and will have five (5) days from their move in date to return the copy with any discrepancies. Failure to return condition report will be taken to certify that **Tenant** accepts property as is. **Landlord** assumes no pre-existing deficiencies.

60. CONDITION OF PREMISES. **Tenant** acknowledges that at the commencement of the term hereof, the Premises, including the personal property referred herein this Rental Agreement, were clean and in good working condition.

61. NO SMOKING. This is a nonsmoking property. **Tenant**, guests, nor any other person shall be allowed to smoke any substance on the Premises. **Tenant** agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of the Rental Agreement. **Tenant** understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to deodorizing, repairing, or replacement of carpet, wax removal, additional paint preparation, replacing of drapes, countertops, or any other surface damaged due to burn marks, nicotine damage or staining and/or smoke damage.

62. CLEANING: **Tenant** stipulates that the Premises were cleaned upon initial occupancy. **Tenant** shall clean and dust the Premises regularly, and shall keep the Premises, particularly kitchen and bath, clean. **Tenant** agrees to keep the Premises kept clean and free from objectionable odors as determined by **Landlord**. **Tenant** acknowledges receiving the cleaning requirements addendum.

63. CARPET CLEANING: **Tenant** stipulates that the carpets were professionally cleaned upon initial occupancy and free of pet and urine odors and stains. **Tenant** understands that carpets will be professionally cleaned after tenants have surrendered their keys, and that total amount will be paid out of tenants deposit and a receipt provided to tenant with their deposit disposition. **Tenant** further understands that if there are pets present in the unit, that a pet enzyme treatment and/or deodorization will be performed at an additional cost to the basic carpet cleaning. **Tenant** also understands that if they clean the carpets themselves, even if a receipt is provided, they run the risk of the carpets being recleaned to meet **LCPM** standards.

64. FIREPLACE/CHIMNEY CLEANING. If property has a fireplace/woodstove/pellet stove, **Tenant** agrees to thoroughly clean and removes all debris from within the firebox, upon vacating the Premises. **Tenant** will also provide **Landlord** with a receipt for professional chimney cleaning or acknowledges that upon vacating the Premises, **Landlord** shall hire a professional chimney sweep to clean the chimney at **Tenant's** expense. If **Tenant** has not used fireplace during their tenancy, they may waive the cleaning requirement as long as they provide **Landlord** with an inspection certificate from a professional chimney cleaning company that states that upon inspection, a need for cleaning was not found.

_____ **65. DRAPERIES/WINDOW BLINDS.** If property has drapes/blinds/cellular shades, it is agreed that they are all clean and in good condition. Upon termination of this tenancy, **Tenant** agrees to have all draperies and window coverings professionally cleaned at **Tenant's** expense.

66. LIGHT BULBS. It is agreed that all light fixtures and appliances have a working and proper wattage light bulb or globe. **Tenant** agrees to maintain working light bulbs for all interior and exterior light fixtures during tenancy. **Tenant** further agrees to replace all expired light bulbs with the appropriate style, color, and wattage prior to vacating. Upon termination of this tenancy all missing or expired light bulbs will be replaced at **Tenant's** expense.

_____ **67. AIR CONDITIONING/HEATING AND FURNACE FILTERS.** Tenant must change furnace and/or heat intake filters every 3 months and AC filters monthly during the months of June, July and August at **Tenant's** expense. Filters will not be provided for tenant. If furnace or AC needs to be repaired and the cause is found to be a clogged or dirty filter, **Tenant** will be responsible for the cost of the repair.

68. CLOGS AND STOPPAGES: Tenant will take care as to what goes down the toilet or drains. If maintenance call is required to cure a clogged sink or tub drain, toilet, garbage disposal, sewer or septic line, it will be tenant's responsibility to pay for the repair, unless the blockage is found to have been caused by age, roots or a buildup in the pipes.

69. CEILING HEAT: If Premises has ceiling heat, Tenant agrees to never drive any nails, screws, tacks or any object into the ceiling of the rented Premises.

70. HALLWAYS AND COMMON AREAS. **Tenant** agrees not to store bicycles, furniture, and any other article in hallways or common areas and **Landlord** has the right to remove or dispose of items or trash found in these areas.

71. WATERBEDS/FISH TANKS. No waterbeds are allowed without written permission from **Landlord**. **Tenants** must provide **Landlord** with a copy of the **RENTER'S INSURANCE POLICY** that specifically insures accidents and/or damage caused by waterbeds and has **Landlord** named as an additional insured. No Fish tanks over 20 gallons are allowed without landlords prior written authorization, and **Tenant** again must provide **Landlord** with a copy of the **RENTER'S INSURANCE POLICY** that specifically insures accidents and/or damage caused by fish tanks and has **Landlord** named as an additional insured.

72. NOISE AND NUISANCE. Quiet hours commence at 10:00 pm and continue until 7:00 am or as stated by local ordinance. **Tenant**, guests, or other persons under **Tenant's** control shall not play upon or allow to be played any musical instrument, or operate any amplified sound system on the **PREMISES** between the hours of 10:00 pm and 7:00 AM. No radio or sound system shall be operated in the Premises except at a low sound level. Tenants will also refrain from running the vacuum cleaner during the quiet hours. No offensive or loud noise, voices, language, or behavior is allowed. The use of fireworks, firecrackers and any type of firearms in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If **Tenant(s)** play musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of the Rental Agreement. Multi-unit **Tenants** agree to refrain from using the washer and dryer during quiet hours. **Tenants** agree to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, **Tenants** agree to notify the local authorities and file a report for said action, inform Landlord within no less than 8 hours of filing said report, and forward a copy of the police report to the **Landlord** within five (5) days. **Tenant(s)** agree not to move in or out of Premises during the quiet hours stated above. Tenant agrees not to disturb the quiet enjoyment of their neighbors,

73. BALCONIES/PATIOS. Patios, terraces, balconies, are designed for additional space and not storage. Storing or displaying on patios and balconies of boxes, bicycles, refuse, clothing, towels, and other belongings, which are not patio furniture, is prohibited and may be removed or disposed of by **Landlord**. Patios, balconies, and windows are not to be used for drying clothes or suspending other objects. They are also not to be used for pet elimination areas. Refuse, garbage and trash shall be kept at all times in such containers and in areas approved by **Landlord**. Throwing any items from balconies is strictly prohibited. A gas BBQ grill may be stored or used on the patio or balcony only with the express understanding that the **Tenant** is solely liable for any damage resulting from such storage or use. **Tenant** understands that if the Premises has vinyl siding, that the BBQ grill must be used at a distance no closer than six (6) feet from the siding and that **Tenant** will be held liable for any damage as the result of such storage or use. The use of charcoal barbecues is prohibited without written consent/permission of the **Landlord**

74. DRUG-FREE HOUSING/VIOLENCE. **Tenant**, any member of the **Tenant's** household, or a guest or other person under the **Tenant's** control shall not engage in criminal activity, including drug-related activity, on or near Premises. Drug-related criminal activity means the illegal manufacturing, sale, distribution, use, or possession with intent to manufacture, sell distribute, or use, of a controlled substance. This includes the growing of marijuana, no matter the size/amount of plants. **Tenant**, any member of the **Tenant's** household, or a guest of other person under the **Tenant's** control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises. **Tenant** will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. **Tenant** will not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Premises. Violation of the above provisions shall be a material violation of the Rental Agreement and good cause for termination of tenancy. (WA State RCW 59.18.130 (7))

75. MEGAN'S LAW DISCLOSURE. Federal and State law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Police or Sheriff's Department in the city in which that person. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff.

(_____) I/We hereby acknowledge that I/we have been provided with the foregoing disclosure and I/we have read and understand the same. I/We acknowledge the **Owner** and Agent to this transaction do not have an affirmative duty to obtain information regarding crime statistics or offender registration. If that information is important to me I have been given the applicable telephone numbers to call and obtain that information myself. KitsapCounty Sheriff (360) (360) 337-7101 Bremerton Police Department (360) 473-5220, Poulsbo Police Department (360) 779-3113, these numbers are provided as a service and maybe subject to change without notice.

76. INSURANCE. **Tenant** is to provide own insurance for their possessions both inside and outside of Premises. **Tenant** acknowledges and is aware they are responsible for providing insurance for their personal possessions or vehicles and the **Landlord's** insurance will not cover **Tenant's** possessions or vehicles and this includes flood, fire, or any other cause. It is important that the **Tenant** understands that neither the **Landlord** nor the **Owner's** insurance company is liable for any of the **Tenant's** personal property, nor is the Landlord or the Owner's insurance company responsible for putting the tenant up in a different location if their property becomes temporarily uninhabitable. If the provided refrigerator malfunctions, the **Owner** is responsible for the repair costs of the appliance, but not of any food items lost. If a pipe breaks and ruins all of your possessions, the **Owner** is responsible for the repair costs to the home, but not for any of your personal possessions. Renter's Insurance is very inexpensive and should be considered. Additionally, **Tenant** is advised to extend their Insurance Policy to include coverage of **Owner's** property in the event

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loss or damage to the Premises occurs. **Tenant** is hereby notified that in the event of a loss or damage to the Premises or the property within, due to **Tenant** negligence or Malfunction of **Tenant's** property, (such as a washing machine), **Tenant** is responsible for all damage and loss to the Premises to include but not limited to: cleanup, repairs, and replacement expenses to restore **Owner's** Property and Premises to original condition. Common examples are **Tenant** supplied washing machines that leak causing a water loss and **Tenant** caused fires due to carelessness with cigarettes and other combustibles.

77. TELEPHONE NUMBERS AND EMPLOYMENT. **Tenant** agrees to furnish to **Landlord** a working telephone number at the time of occupancy. **Tenant** also agrees to furnish **Landlord** any change in employment and employment phone numbers and to provide **Landlord** with new phone numbers immediately if they should change.

78. DISCLOSURE OF INFORMATION. **Tenant** may from time to time authorize **Landlord** to disclose information regarding this Agreement and the tenancy to third-parties, including, but not limited to, future **Landlords** and mortgage lenders.

79. OWNER/AGENT SHALL NOT BE LIABLE. **Landlord** shall not be liable for damages or losses to persons or property caused by other residents or persons. **Landlord** shall not be liable for personal injury or damage or loss of **Tenant's** personal property from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, power failures, appliance failures or other causes whatsoever unless the same is due to negligence of the **Landlord**. **Landlord** strongly recommends that **Tenant** secure insurance to protect against the above occurrences.

80. CC&Rs, (Covenants, Conditions and Restrictions) and ASSOCIATIONS. If applicable, **Tenant** agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decisions of **Landlord's** association or **Landlord**, which are at any time posted on the Premises or delivered to **Tenant**. These CC&Rs can change without notice. **Tenant** shall pay any fines or charges imposed by **Landlord's** association or other authorities due to any violation by **Tenant**, or the guests or licensees of **Tenant**. **Tenant** will be provided a copy of the CC&R's

81. ALTERATIONS. **Tenant** shall not paint, wallpaper, paint or wallpaper treatments, add or change locks, or make any other alterations to the Premises without **Landlord's** prior written consent except as provided by law. No repairs, decorating, or alterations shall be done by **Tenant**, without **Landlord's** prior written consent. **Tenant** shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters. No nails, screws or other fasteners may be nailed, screwed or otherwise placed in the doors, exterior siding or woodwork. **Tenant** agrees not to use tape or adhesives including double sided tape to adhere any object to any surface of the Premises, such as refrigerators, doors, walls, or siding. **Tenant** shall hold **Landlord** harmless as to any mechanics' lien recordation or proceeding caused by **Tenant** and agrees to indemnify **Landlord** in the event of any such claim or proceeding.

82. SATELLITE DISHES, CABLE and/or PHONE INSTALLATION. **Tenant** understands that any installation of a satellite dish/cable or additional phone cabling requires **Landlord's** written approval prior to installation. Satellite dishes are not to be attached to the building at any time. Any equipment attached to buildings that is not allowed could result in a fine of up to \$500 in addition to all repairs necessary to restore the building to its original condition and the equipment being removed. No antennas are to be affixed to the property at any time, in any place.

83. SEVERABILITY. If any provision hereof shall be held by any Court to be unlawful, all of the remaining provisions of this Rental Agreement shall remain in full force and affect.

84. MILITARY CLAUSE

_____The **Tenant(s)** in this Rental Agreement are NOT members of the military and do not require a military clause. Additionally, **Tenant(s)** agree to notify **Landlord** in advance and in writing, if anyone living on the Premises joins any branch of the military.

_____The **Tenant(s)** in this Rental Agreement are members of the military and will be released from the Rental Agreement if military orders (PCS/Change of Duty Station orders) command them to relocate to an assignment farther than forty (40) miles from the Premises or to deploy with a military unit for a period of not less than 90 days. **Tenants** must still provide proper twenty (20) day Notice to vacate and will still be responsible for paying the entire last month of rent due, no matter when during the month they move out. If **Landlord** is able to re rent property before months end, **Tenant** will receive prorated rent back. Acceptance into base housing does not constitute true orders and will not be cause for release of lease.

85. POSSESSION. If **Landlord** is unable to deliver possession of the premises at the commencement hereof, **Landlord** shall not be liable for any damage caused thereby, nor shall this agreement become void, but **Tenant** shall not be liable for any rent until possession is delivered. **Tenant** may terminate this agreement if possession is not delivered within 7 days of the commencement of the term hereof.

_____ **86. COLLECTIONS.** By signing this document, I understand and agree that if my account with Lighthouse Cove Property Management becomes delinquent and payment is not made on amounts owing under the terms of my tenancy, and the balance is placed with a licensed collection agency, I agree to pay the fees of the collection agency.

87. CREDIT REPORTING/COLLECTIONS. **Tenant** understands and acknowledges that if the **Tenant** fails to fulfill the terms of their obligations within this Rental Agreement, a negative credit report reflecting the **Tenant's** credit may be submitted to a credit-reporting agency. It is also agreed that 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 fees and court costs and any fees or commissions charged by any collection agency to reimburse the property **Owner** with all funds due.

88. ENTIRE CONTRACT. Time is of the essence. All prior agreements between **Landlord** and **Tenant** are incorporated in this agreement which constitutes the entire contract. It is intended as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that not extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the Rental Agreement.

89. NONWAIVER CLAUSE. **Landlord's** failure to strictly enforce individual terms of this agreement does not constitute waiving the **LANDLORD'S** right to enforce the specific term, condition or policy.

_____ **90. CO-SIGNER.** By affixing signature below, co-signer promises to guarantee the **Tenants** compliance with the financial obligation of the Rental Agreement. Co-signer understands that he/she may be required to pay: current rent, past due rent, collection costs, non-sufficient funds charges, attorney's fees, court costs, late fees, lease fees, advertising costs, cleaning, repairs, or costs that exceed **Tenant's** security deposit. Co-signer further agrees that **Landlord** will have no obligation to report to Co-signer should **Tenant** fail to abide by the terms of the Rental Agreement and waives presentment, demand, protest and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which co-signer might otherwise be entitled. Co-signer recognizes that **Landlord** has agreed to rent to **Tenant** only because of this guaranty and that the continued validity of this guaranty is a material term of this Rental Agreement. Co-signer further understands that if **Landlord** and Co-signer are involved in any legal proceeding arising out of this Rental Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any cost reasonably necessary to collect a judgment. Co-signer understands that this will remain in force through the entire term of the **Tenant's** tenancy, even if their tenancy is extended/or changed in its terms. The following items are required to remove a co-signer from a renewal Rental Agreement. 1) Co-signer must remain on Rental Agreement for a minimum of one year 2) There can be no late rent payments 3) No disconnect notices from any of the utility companies 4) No lease violations during the lease period 5) There can be no balance owing on the account 6) LCPM must do a property inspection to confirm that the property is properly maintained 7) LCPM supervisor written approval.

91. COPIES: **Tenant** acknowledges receipt of fully executed Rental Agreement and signed and completed Move-In Inspection Sheet. **Landlord** will provide one (1) free copy via email of any rental paperwork during tenancy as per legal requirement. After that, any additional copies of the Rental Agreement and Move-In Inspection Sheet at a cost of \$0.25 per page payable in advance.

92. INTERPRETATION OF CONTRACT

_____ I do not need an interpreter and can understand the Rental Agreement in its entirety.

_____ I have provided an interpreter for renting the property and interpreting the rental contract. My interpreter's name is _____

Name: _____

Relationship: _____

Address/Phone Number: _____

93. WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER. We fully comply with the Federal Fair Housing Act. We do not discriminate against any person because of race, religion, sex, handicap, familial status, color, or national origin. We also comply with all state and local fair housing laws.

94. ATTACHMENTS. The undersigned **Tenant** acknowledges by initialing the following attachments to this Rental Agreement are incorporated into this Rental Agreement.

_____ Homeowner's Association Rules and Regulations

_____ Assigned Parking Map

Tenant(s) Initials _____

Broker Initials _____

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(Provided for your guidance only. LCPM does not manage the HOA.)

95. Additional Terms:

95. SIGN AND DATE: By signing below, the **Tenant** acknowledges receipt of a complete copy of this Rental Agreement with all blanks filled in.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Tenant(s) Initials _____

Broker Initials _____ Page: 20