



Lease/Rental Agreement Cover Page (Exhibit A)

Property Address: [address](#)

This addendum acknowledges you have received the following (please initial each line and sign below):

- _____ Lease/Rental Agreement
- _____ Barbecue Regulations
- _____ Utility Billing Information
- _____ Crime Free Lease Addendum
- _____ Lead-Based Paint Disclosure
- _____ These are the Consequences if you Break your Lease
- _____ Mold Information/Prevention
- _____ Tenant Rules and Regulations
- _____ Utility Billing Agreement
- _____ Welcome New Residents
- _____ Winterization Addendum
- _____ Space Heater Fact Sheet
- _____ Cleaning/Damage/Security Deposit Agreement
- _____ Fire Safety and Protection Information Notice
- _____ Copy of City of Bellingham Rental Registration Certificate (if applicable)
- _____ Packet: Law of Real Estate Agency
- _____ Packet: Mold Guidance
- _____ Packet: Your Rights as a Tenant
- _____ Packet: Protect your Family from Lead
- _____ Condition Checklist

By my initials, I acknowledge that I have received and read the addenda in my leasing packet as noted and acknowledged above.

_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date

_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date

_____	_____
Windermere Management Agent Signature	Date

Please identify the designated *Tenant Representative (TR)*. This person will be the primary contact for Windermere Management. At the end of the lease contract the TR will receive the security deposit refund. This refund will have all tenants listed and will be delivered to the TR. If TR should change, Windermere Management must be notified, in writing, immediately. The TR for the above stated property will be:

_____.

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

- YES Tenant elects to bear the cost of such rekeying all exterior locks of the unit by Owner/Agent
- OR,
- NO Tenant elects not to bear the cost of such rekeying and does release and forever waive any and all claims against the Owner/Agent assertable by Tenant and /or asserted by any third party arising from the failure of the rekeying of the unit.

TENANT ACKNOWLEDGE THE LEASE/RENTAL AGREEMENT OUTLINED ON THIS FORM, CONDITION CHECKLIST, SECURITY DEPOSIT AGREEMENT, AND ALL OTHER DOCUMENTS AND AGREE TO ABIDE BY SAME. Tenant will pay all rents and other charges when due, including late fees. Tenant acknowledges that his/her holding fee will be refundable if his/her application is not accepted by the Owner/Agent, but if accepted will not be refunded. Tenant agrees to inspect the condition of the rental unit and document all pre-existing damage on the Condition Check List. If tenant wishes to add comments, tenant may do so on the yellow copy of the Condition Check List or a side sheet. Tenant understands that he/she will be responsible for any and all damages, normal wear and tear excluded, including any and all broken glass caused by tenant(s).

PROPANE/OIL TANKS: Tenant understands that the propane/oil tank is at _____ % capacity at my move in and agree to return the tank to the same level at my exit.

The company who services the tank is _____. Tenant should make contact with the company to discuss filling requirements to avoid the tank from falling below a percentage level that would cause a need for priming the tank- which would then be a tenant charge.

RENT: Tenant covenants and agrees to pay the Owner as rental for said premises a rent of \$ _____ per month payable in lawful money of the United States upon the first day of each calendar month of the lease term, to Owner or his/her authorized agent, at the following address: Windermere Management by Ebright Wight LLC, 541 W. Bakerview Road, Bellingham, WA 98226 (telephone 360-733-7944) or at such other places as may be designated by Owner from time to time. In the event rent is not paid within four (4) days after the due date, Tenant agrees to pay a late charge of \$25.00 and \$5.00 per day thereafter, plus a minimum of \$40.00 for a process server to deliver a three-day notice to "pay or vacate" plus all other legal expenses and fees related to tenant's breach. Tenant agrees further to pay \$75.00 for the 1st NSF check and \$100 for any 2nd NSF check. After two NSF checks, your personal check will no longer be accepted.

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

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

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

PETS: No pets shall be brought on the premises without the prior written consent of the Owner. In addition to charges related to any damages pet does to the rental unit or common areas, a \$200 pet penalty will be charged for any unauthorized pet.

Initials _____

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

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

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

SMOKE DETECTORS: It shall be the Tenant's responsibility to periodically test the smoke detector and carbon monoxide detector, to replace the batteries as needed, and to notify the Agent in writing of any deficiency. If smoke alarms and/or carbon monoxide detectors are found inoperable, tenant could be subjected to a minimum fine of \$200.00.

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

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any guests, or to any property occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his/her agents, or his/her employees. Tenant agrees to indemnify and hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible. Tenant shall be responsible for any attorney fees and costs incurred by Landlord in defending against any claims made against it and for which the Landlord is held harmless under this indemnification. Landlord's attorney will be selected at the sole discretion of Landlord.

RENTERS INSURANCE: Tenant should insure his/her own personal effects with renter's policy—Owner is not responsible for loss of property of Tenant or guests through theft or otherwise.

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

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

Initials _____

DEFAULT: If any rents, deposits, and/or charges above that are reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Tenant shall violate any of the covenants and agreements herein contained, then the Owner may cancel this lease upon giving the notice required by law and may evict the tenant. Notwithstanding eviction by the Owner, the liability of the Tenant for the rent provided herein shall not be extinguished for the balance of the term of this lease, and Tenant covenants and agrees to make good to the Owner any deficiency, attorney fees and costs arising from evicting the Tenant and re-letting of the premises, including but not limited to any deficiency if the unit must be rented at a lesser amount than agreed in this Lease.

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

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

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

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

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

HOLDING OVER: Any holding over after the expiration hereof, with the consent of the Owner shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. If Tenant holds over after giving notice to vacate, Tenant shall remain liable to Owner for rent and other charges under this lease and shall be responsible for expenses incurred by landlord as a result of inability to deliver possession, including attorney fees and costs incurred in dispossessing the tenant.

TIME: Time is the essence of this agreement.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. Please reference Exhibit A for a complete list of all addendums to this lease.

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

EMERGENCY- AFTER HOURS PROCEDURES: Call the Windermere Management office 360-733-7944 and follow the prompts as directed.

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

Initials _____

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

MOVE OUT POLICIES: BREAKING A LEASE AND SUBLETTING ARE NOT PERMITTED. AUTHORIZED LEASE ASSIGNMENT MAY BE ALLOWED.

VACATING BEFORE END OF LEASE TERM: A non-refundable \$250.00 administrative break lease fee will be charged with any change of tenant/roommate. If all tenants vacate the unit, a non-refundable administrative fee of 1/2 one month's rent will be charged with the move-out notice. Tenant is rent responsible until the end of the lease term or until the unit is re-rented. Rental reference will include tenant's decision to violate the agreement. Outstanding balances will be sent to collections.

VACATING AT THE END OF LEASE TERM: A WRITTEN MOVE-OUT NOTICE IS REQUIRED TWENTY (20) DAYS PRIOR TO THE END OF THE RENTAL TERM (no later than the 10th of the month). This form is available at the Windermere Management office.

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

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

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

Tenant(s) Signature _____ Date: _____

OFFICE USE ONLY

Manager's Signature _____ Date _____, 20__.

Manager's Name (please print) _____

Other Agreements and Provisions:

Initials _____