



## RESIDENTIAL RENTAL AGREEMENT

TENANTS' NAMES: TENANT\_NAMES hereinafter referred to as Tenant(s), **AND NO OTHERS** as additional occupants; hereby agree to the following terms and conditions:

FUNDS	Amount Paid	Balance Owning
<b>Rent:</b>	<b>\$ 0</b>	<b>\$0</b>
<b>Security/Cleaning/Damage Deposit</b>	<b>0</b>	<b>0</b>
<b>Pet Fee/Pet Rent:</b>	<b>0</b>	<b>0</b>
<b>Other Charges/Credits</b>	<b>0</b>	<b>0</b>
<b>TOTALS (Balance due prior to occupancy)</b>	<b>\$0</b>	<b>\$00</b>

Tenant hereby agrees to rent from the owner the premises situated in the County of Pierce, State of Washington, commonly known as ADDRESS1

**TERM:** The term shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_ and shall continue on a month to month basis thereafter, until either party shall terminate the same by tenant giving the landlord at least 20 days written notice prior to end of rental period OR landlord giving tenant at least 60 days written notice prior to the end of a rental period. Notices from tenant shall be delivered by certified mail OR in person at the office address; notices from landlord to tenant shall be delivered or posted & mailed as per RCW 59.12.

**RENT:** Rent shall be \$\_\_\_\_\_.00 per month, payable in advance, upon the \_\_\_\_st day of each calendar month to Owner or Agent, payable to: **Family Real Estate Service, Inc.** at **608 S Washington Street, Tacoma, WA 98405** or at such other places as may be designated by Owner from time to time. In the event rent is not paid within five (5) days after due date, Tenant agrees to pay a Late Fee as outlined below. The late charge is **not** a grace period, and the Owner is entitled to make a written demand for any rent unpaid on the second day of the rental period. Tenant agrees to further pay \$35.00 fee in addition to any late fees for any check that is not honored by the bank the first time it is presented. At the Owner's discretion, after a check has been dishonored by the bank, the Owner may require all future payments to be made by cash or certified check. Any unpaid balances remaining after the termination of occupancy are subject to 1 1/2% interest per month or the maximum rate allowed by law.

**LATE FEES:** Tenant agrees to pay late fees on **ANY** unpaid portion of the rent. Late fees are based on the number of days from the original due date until payment is received. All charges for unpaid deposits, damages, etc and other fees shall be deducted from payments first and remaining balances shall be considered rent and are subject to late fees unless otherwise agreed to in writing.

**LATE CHARGES SHALL BE ASSESSED AS FOLLOWS:**

- Five (5) to Ten (10) days late..... 10% of the total monthly rent due
- Eleven (11) or more days late..... Additional 10% of the total monthly rent due

**MULTIPLE OCCUPANCY:** It is expressly understood that this Agreement is between the Owner and each signatory individual and severally. In the event of default by any one signatory each and every other signatory shall be responsible for timely payment of rent and all other provisions of this Agreement. Individuals may not be released separately from the agreement and all parties signing the agreement shall remain fully responsible for compliance of this agreement until the property is returned to the owner, regardless of who actually is occupying the unit at the time. It is recommended that tenants in a "roommate situation" enter into a separate "Roommate Agreement". It is expressly understood that any agreements among the tenants have no bearing on this rental agreement, and this rental agreement shall supersede any other agreements.

**UTILITIES:** Tenant shall be responsible for the payment of all utilities and services. Tenants are required to keep all utilities turned on that service the property (water, electricity, gas, sewer and refuse service) until rent expires and keys are returned to the owner upon vacating – whichever is later. Should utilities be disconnected during the term of the rental agreement, a \$50 fee shall be assessed per utility that is shut off prior to the end of the rental term. Tenants are responsible for payment of all utilities until rent expires and keys are returned to the owner/agent. Tenant authorizes Family Real Estate as agent for the owner to be listed as an additional contact on utility accounts and authorizes any utility company to release account details to this contact.

**USE:** The premises shall be used exclusively as a residence for no more than \_\_\_\_ people as named above. Guests staying more than a total of 20 days in a calendar year will be considered unauthorized occupants, trespassing on the property; subject to removal by law enforcement. Guests are defined as "visiting the resident(s)" not "visiting the property". Exceptions made when guest resides more than 100 miles from property and are temporarily visiting (out of town relative). Other exceptions must be approved by the Landlord in advance.

Tenant's Initials: \_\_\_\_\_

**TRAMPOLINES:** No tenant shall be permitted to have a trampoline or any similar device on the property at any time.

**SWIMMING POOLS:** No tenant shall erect or permit to be installed any type of swimming pool or hot tub to be used at any time. Temporary wading pools may only be used while under direct supervision of an adult and shall not be left/stored with water contained inside at any time.

**PETS:** No pets shall be brought on the premises without **prior** written consent of the Owner.

**RENTER'S LIABILITY INSURANCE:** Within thirty (30) days of this agreement, all tenants shall provide owner/agent with proof of liability/renter's insurance with minimum of \$300,000 per occurrence limits and shall name the property owner as additionally insured or Certificate Holder on said policy. Tenant shall pay all costs related to this coverage and shall maintain uninterrupted coverage of this insurance until unit is vacant and this agreement is terminated.

**HOUSE RULES:** Tenant shall dispose of all refuse on a regular (weekly) basis. Parking shall be in designated driveways or otherwise legally parked. Only currently licensed and operable vehicles may be parked on premises. All vehicles parked on the property shall be registered to the legal Tenant and be listed in your rental file, excepting guests' vehicles during an actual visit. Vehicle parts including tires may not be stored on property at any time. Tenant shall not have a waterbed on the premises without prior written consent of the Owner. 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, whether promulgated before or after execution hereof. Possession of any controlled substance or any reported gang activity shall be grounds for immediate termination of this tenancy. Tenant shall not commit any waste upon said premises, or any nuisance or act that may disturb the quiet enjoyment of the surrounding area.

**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 the premises.

**MARIJUANA USE PROHIBITED:** Regardless of State law: Tenant agrees to refrain from smoking, growing or using any marijuana on the property at any time. Tenant shall NOT have any related paraphernalia stored on the property at any time. This includes all occupants and guests! **Medical exception:** Should a legal resident have an appropriate prescription for medicinal marijuana use: the tenant/occupant shall provide a copy of prescription to the landlord. Tenant further agrees that **ONLY** alternative forms of ingestion will be permitted on the property. Marijuana may never be smoked or grown on the property for any reason.

**ASSIGNMENT & SUBLETTING:** Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.

**MAINTENANCE, REPAIRS OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, and furnishing therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family, invitee and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall be responsible for all glass breakage, including the labor and materials to repair broken glass. Tenant shall be responsible for any repairs to the premises including the plumbing system, electrical system, heating system, and the appliances if any foreign objects are placed in the systems (e.g., tampons, toys, etc.), if the system is neglected or misused, or if an unauthorized repair is attempted or performed.

**YARD MAINTENANCE:** Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are part of the premises. If lawn is not cut within five (5) days after Tenant has been notified that it needs to be done, Tenant agrees to pay \$50.00 minimum fee or actual cost of cutting yard, whichever is greater, for Owner to have it cut on tenant's behalf. Tenant is responsible for yard care from the street/curb to the center of the alley behind the residence, including areas that may be outside of existing fences.

**INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory that shall be signed by all parties and become a part of this Agreement.

**SECURITY:** The security deposit, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Tenant shall not have the right to apply the security deposit in payment of last month's rent.

**DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenable, then either party shall have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) day after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitee, the Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Agreement is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction of rent until the premises is repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

Tenant's Initials: \_\_\_\_\_

**ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when Tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less that 24 hours prior notice to Tenant. Failure to cooperate may result in a \$100.00 penalty per occurrence, according to Washington State Law.

**INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or any party thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Owner, his agents, or his employees. Tenant agrees to hold the Owner harmless from any claims for damages no matter how caused, except for injury or damages for which the Owner is legally responsible. Tenant acknowledges being informed that the owner's insurance covers the building only; contents not belonging to the owner are not covered. Tenant is advised to obtain a Renter's Insurance Policy to cover their personal belongings and liability.

**POSSESSION:** If the 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 with ten days of the commencement of the term hereof.

**DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonable believes that such abandoned property has no value, it may be discarded. All property on the premises in subject to a lien in favor of the Owner for the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the Agreement, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit should be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonable avoided.

**PHYSICAL EVICTION:** Should a tenant in default of this agreement be subject to physical eviction after a writ of restitution is issued by a court, the tenant must give written notice to the landlord within 3 days of the writ being served that Tenant desires property to be stored, else it shall be placed on the nearest public right of way as directed by the sheriff and may be disposed of 24 hours after it is so placed. Should tenant elect to have property stored, it is agreed that personal property will be moved at a minimum cost of \$30.00 per work hour for labor and stored at a location selected by the Owner that is reasonably secure at a minimum rate of \$30.00 per day. Tenant shall be additionally responsible for any other costs related to moving and storage of personal property. Owner shall provide receipts in the event the cost of moving and storage exceeds the minimum amounts set forth above. Tenant must pay costs of drayage & storage prior to claiming any property. Any property not claimed within thirty (30) days of eviction shall be forfeited and may be disposed of at Owner's discretion, providing that any proceeds received, if any, shall be used to offset drayage & storage costs and any excess funds shall be sent to the tenant at his/her last known address.

Tenant's Initials: \_\_\_\_\_

**SERVICE FEES:** Should it become necessary to serve a 3 day pay or vacate notice or any other notice regarding compliance with your rental agreement, a service fee of \$40 shall be assessed.

**PAYMENT METHODS:** Tenants may pay rent & fees using cash, check or Cashier's Check, or using E-Payments (direct from your bank account) at no additional cost. No Money Orders will be accepted for payments on this account. If any check or E-Payment is returned by the bank unpaid, landlord reserves the right to refuse this payment method in the future and require certified funds or cash. There shall be a \$35 returned item charge for any item returned unpaid by the bank for any reason. This fee is in addition to late fees calculated from the original due date.

**UPON GIVING NOTICE TO VACATE:** After the tenant has given proper notice to vacate the premises, at least 20 days prior to end of the rental period (before rent is due next) as required by Washington State Law, the tenant acknowledges that the owner/agent will attempt to re-rent the unit prior to the tenant actually vacating. Owner may post signs on his/her property and advertise the unit at his sole discretion. Tenant agrees to be cooperative in arranging for showings of the unit during normal business hours. Should the tenant be uncooperative or refuse to schedule showings, then the tenant shall be liable for an additional one month's rent, or rent until the unit is re-occupied, whichever occurs first.

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

Tenant's Initials: \_\_\_\_\_

**COLLECTIONS:** Tenant acknowledges being informed that all accounts that remain unpaid are referred to collection unless a satisfactory payment plan has been agreed to within the time frame allowed (14 days from date of being notified of amounts owing). Also, should the tenant default on any payment plan, then the owner may, without further notice, refer the account to collection or seek other legal remedies for amounts unpaid.

**WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver. The acceptance of rent by Owner shall not waive his rights to enforce any term hereof.

**NOTICES:** Any notice that either party may give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at 608 S. Washington Street, Tacoma, WA 98405 (unless otherwise stated) 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 Owner, shall be construed as a month-to-month tenancy according to the terms hereof, as applicable, until either party shall terminate the same by giving the other party (20) days written notice delivered by certified mail.

**ACKNOWLEDGMENTS:** Tenant acknowledges that there is a working smoke detector in his unit and agrees to keep it in good working order at all times. Tenant further acknowledges that he has inspected the premises and found the hot water tank located therein is set at the recommended 120 degrees (or the minimum setter if the dial won't go that low) at the time of occupancy.

**TENANT'S INITIALS:** \_\_\_\_\_

**Appliances** provided for Tenant's use: Refrigerator XX; Stove XX; Dishwasher   ; Other: \_\_\_\_\_

**TIME:** Time is the essence of this Agreement.

Tenants shall advise the owner/agent in writing should anyone residing in the unit be on active or reserve military duty.

Tenants must complete a Rental Information Update Form and update the Additional Security Agreement information at least annually or whenever a relevant change occurs.

**ADDENDUM:** The following addenda of same date, signed by Tenant and Owner, attached hereto, is an integral part of this Agreement.

**LOCKS & LOCK OUTS:**

1. Lock out Fee: Tenants shall be assessed a \$50.00 fee each time a request is made to let a tenant into a property due to lost/stolen/misplaced keys (i.e. locked keys inside house).
2. Should tenant request locks be changed for any reason except mechanical failure of original locks, tenant shall pay cost of labor & materials for replacement of all locks.
3. Should a tenant change any lock on the property, they shall provide the owner/agent a key for the new lock within 48 hours of replacing the lock.
4. Tenants shall be charged for labor and materials for changing all locks on the property when they vacate should any key issued not be returned, or in the opinion of the Owner/Agent, tenant has made duplicate keys and all copies are not returned.

**# KEYS PROVIDED:** \_\_\_\_\_ (Front \_\_\_\_\_, Back \_\_\_\_\_, Garage \_\_\_\_\_, Other \_\_\_\_\_)

Tenant's Initials: \_\_\_\_\_

**REPAIR PROCEDURES & SCHEDULING:**

1. Non-emergency Repairs will be scheduled during normal business hours (Monday-Friday, 9 AM – 6 PM). Should a tenant request an 'after hours' or weekend appointment, Tenant shall be assessed an after-hours/weekend service fee of \$40.00 per appointment scheduled during these times.
2. An adult over the age of 18 must be present during all interior repairs unless prior arrangements have been made with the office at least 24 hours in advance.
3. Rather than scheduling exact appointments, repair staff will give a window of time for the estimated arrival of the repair personnel. Tenants may request the window that best suits their schedule. Tenants need to understand that workman will need enough time to assess the problem, obtain correct materials, and complete the repair. Should return trips be necessary, they will be scheduled in the same manner.
4. Time windows for repairs will be
  - a. 9 AM – 12 noon;
  - b. 12 noon – 3 PM;
  - c. 3 PM – 6 PM
5. Tenants shall report all repairs to (253)475-1884, and use option 2, to report all repair requests when the office is closed. Tenants shall be cooperative in scheduling all repairs. If tenant has not heard from repair staff to schedule a repair within three (3) business days from reporting the problem, tenants are requested to contact the office to schedule the repair.
6. Section 8 Tenants shall notify the office in advance of any housing inspections and also report the result of any inspection to the office immediately following the inspection. If tenant is aware of tenant caused damages that may cause unit to fail an inspection, tenant shall arrange to have these repairs made PRIOR to the housing inspection or contact the office so alternate arrangements can be made in advance of the inspection.

**DOCUMENTS EXECUTED PRIOR TO OCCUPANCY:** Should Tenant and Owner/Manager execute this document prior to date of occupancy, the parties agree that this shall be a "holding agreement" only and shall not become fully effective until possession is transferred to the tenant. Should tenant fail to pay funds as agreed and receive possession within five calendar days of the commencement of the rental term as stated on page 1 of this agreement, unless otherwise agreed in writing, the Owner/Manager may cancel this contract without any liability to the tenant and any funds received for screening and holding/rent deposits shall be forfeited to the Owner without further recourse. Tenant agrees to sign the move-in inspection report prior to receiving keys at time of occupancy.

**CARBON-MONOXIDE ("CO") DETECTORS:** The presence of CO Detectors shall be stated on your move-in inspection. The tenant shall maintain these detectors by keeping units clean, furnished with batteries and tested regularly, etc. during the tenancy. Tenants shall NOT disable or tamper with any CO detector that is installed on the property and shall promptly notify the Owner/Manager should a unit malfunction or fail to test correctly. Tenant shall not use any portable combustible device (BBQ, generator, propane appliances or lanterns, etc.) at any time INSIDE the rental unit or inside any enclosed space such as a basement, garage or enclosed porch.

**BARBECUES, SMOKERS, GENERATORS, ETC.:** Use of any device that burns wood, charcoal, propane, gasoline or other fuel such as your barbecue or generator... must be used in UNCOVERED areas that are at least 10 feet away from the building/structure, any shed, garage or fence. You may store these items when not being used after they have been properly cooled and fuel source in carports, garage or shed—but you may not use them when they are in the carport, garage or shed. Propane tanks must be shut off and other fuels stored in proper containers. Excessive amounts of fuel, propane or flammable liquids may not be stored on the property at any time.

**CABLE & SATELLITE TV/INTERNET INSTALLATIONS:** No satellite dishes or cable may be installed without written permission from the owner/manager. Cables shall be properly installed and shall not be thru floors, ceilings or windows. Proper wall plates and jacks shall be used for all connections. Through wall installations must be done with proper drip edge, with all holes sealed to prevent moisture from entering the building.

**ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties or as provided by law. The following exhibits have been made a part of this Agreement before the parties' execution hereof: Deposit Agreement, and the Lead Based Paint Addendum & Booklet and Mold, Moisture and Your Home Booklet. The Move-In inspection Report shall be prepared prior to occupancy and shall be signed by all parties and become an addendum to this Rental Agreement. The tenant shall have 5 business days to review the inspection report provided and add additional notations and comments and return such to the office within the first five days of tenancy. Should the tenant not return a copy of the inspection report, the initial report shall stand as the final move-in condition, else the report as annotated shall become the final report.

**Section 8: Tacoma Housing/Pierce County Housing Authority (PHA) Tenants: READ & INITIAL**

1. Tenant agrees to sign all PHA paperwork as soon as it is available.
2. Tenant shall be responsible for timely payment of the FULL rent amount, should, for any reason, the subsidy payments be suspended or canceled. This will include not attending scheduled interviews, not setting up or delaying required inspections, delaying completion of any required repairs, and/or remaining in the unit (holding over) after your lease expires, and any time between lease periods while you are still in possession. Rent is charged until the keys are returned to the owner or lease expires, whichever is later.
3. Tenants shall notify the office in advance of any housing inspections and also report the result of any inspection to the office immediately following the inspection. If tenant is aware of tenant caused damages that may cause unit to fail an inspection, tenant shall arrange to have these repairs made PRIOR to the housing inspection or contact the office so alternate arrangements can be made in advance of the inspection. Tenant shall make any necessary repairs needed to pass the PHA inspection, if the cause of the repair is the proximate cause of the tenant/occupants/guests, within the designated time frames, or shall reimburse the owner for these repairs, should the owner have them done; how, when & by whom repairs are done are at the owner's discretion.
4. Tenant is advised that copies of all notices sent to the tenant regarding this rental shall be provided to the PHA to be made part of the tenant's permanent file.

Tenant's Initials: \_\_\_\_\_

**Unrelated Persons/Roommates/House Sharing, etc. -- Read & Initial:**

It is expressly understood that this agreement is between all parties, regardless of who actually resides in the unit. Individuals may NOT be released separately from this agreement. Deposit refunds, charges for amounts owing (rent & damages) and any legal action will be in the names of ALL named tenants and other occupants. Tenants have been advised to enter into a written roommate agreement outlining individual responsibilities for sharing a unit. Any such agreement is outside of this rental agreement and has no effect upon this rental agreement. Tenants may get a copy of a roommate agreement, upon request.

Tenant's Initials: \_\_\_\_\_

**OTHER TERMS:**

Tenant's Initials: \_\_\_\_\_

**The undersigned Tenant hereby acknowledges a copy hereof AND has read and agrees to comply with all of the terms and conditions set herein.**

**Family Real Estate Service, Inc.  
608 S Washington St. Tacoma, WA 98405  
BY: BY1**

Date DATE1

\_\_\_\_\_  
Tenant: TENANT1

\_\_\_\_\_  
Tenant: TENANT2

\_\_\_\_\_  
Tenant: TENANT3

\_\_\_\_\_  
Owner/Agent: A Licensed Real Estate Broker  
Emergency Contact 253-312-9911



DEPOSIT AGREEMENT

DATE: DATE1

TENANT: TENANT\_NAMES

PROPERTY ADDRESS: ADDRESS1

The SECURITY, CLEANING, and DAMAGE DEPOSIT of \$ \_\_\_\_\_ of which \$0.00 has been received and the balance to be paid \_\_\_\_\_ is subject to the following terms and conditions:

(1) CLEANING --

A charge of \$30.00 per hour will be made for any time required to clean the rental unit after it is vacated. Charges for any items, debris, etc. that must be hauled off or disposed of, including emptying city garbage, yard waste or recycling cans shall be a minimum of 3 work hours (3 x \$30 = \$90) PER LOAD for labor in addition to actual dump or disposal fees. Note: We are required to pay the higher commercial dump rates plus per item charges for large items, it is recommended that tenants use the "call to haul" program or make arrangements to remove any debris prior to vacating to reduce or eliminate hauling and dump charges.

(2) DAMAGE --

A charge will be made for the cost of restoring the rental unit to its present condition and for any damage incurred during this tenancy, normal wear and tear excepted. Minimum labor cost is \$30 per work hour or actual cost, whichever is higher.

(3) SECURITY --

For failure to notify the owner/agent of intent to vacate or failure to schedule showings prior to vacating, as prescribed by the rental agreement and Washington State Law, tenant shall be responsible for the lesser of paying one full month's rent or rent until unit is re-rented.

(4) DEDUCTIONS FROM DEPOSIT AMOUNT -- PROCEDURES -- REFUND

Charges for items 1 & 2 above shall be made based on an inspection of the unit made after the unit is vacated and keys are turned in to Family Real Estate, as compared to the inspection made at time of original occupancy. Charges for Cleaning & Damages shall be deducted from the deposit first, then unpaid rent and other fees shall be deducted.

The owner/agent agrees to refund any monies due to the tenant, subject to the terms of this agreement, along with a statement for any funds withheld to his or her last known address as per RCW 59.18.280 after termination. For purposes of this agreement, termination shall be the LATER of: The keys being returned to the office, the expiration of rent previously paid, or the date of the end of the rental period.

(5) OUTSTANDING BALANCES --

The Tenant agrees to reimburse owner for any balance owing after the deposit has been expended. Tenant shall have 14 days to render payment or arrange a mutually acceptable payment plan. Failure to pay any balance owing shall result in legal action, legal fees, collection charges and interest as outlined in the rental agreement.

(6) DEPOSITS

The owner/agent will hold in trust enough funds to cover the tenant's deposits. Owner/agent will collect and disburse deposits from operating funds. Said funds are held at the Columbia State Bank, Westgate Branch, Tacoma, WA.

(7) ADDITIONAL TERMS —

The tenant acknowledges that he/she has read and received a copy of this agreement.

Owner/Agent: BY1
A Licensed Real Estate Broker

Tenant: TENANT1

Tenant: TENANT2

Tenant: TENANT3



475-1884

608 S Washington Street  
Tacoma, Washington 98405-5096  
Phone (253) 475-1884 or 312-9911  
FAX (253) 830-0139

**LEAD PAINT ADDENDUM**

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

TENANT: TENANT\_NAMES  
PROPERTY ADDRESS: ADDRESS1

DATE: DATE1

**LEAD PAINT WARNING STATEMENT**

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

**OWNER/AGENT'S DISCLOSURE (initial)**

\_\_\_\_(A) PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARD:

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

**HOUSE WAS BUILT PRIOR TO 1978 AND MAY CONTAIN LEAD-BASED PAINT UNDERNEATH EXISTING PAINT.**

**THERE IS NO KNOWN EXPOSED LEAD-BASED PAINT.**

\_\_\_\_(B) RECORDS AND REPORTS AVAILABLE TO THE TENANT:

**Owner/agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**

**TENANT'S ACKNOWLEDGMENT (initial)**

\_\_\_\_(C) Tenant has read and understands all the information listed above.

\_\_\_\_(D) Tenant has received the pamphlet "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME".

**AGENT'S ACKNOWLEDGMENT (initial)**

\_\_\_\_(E) Agent has informed the tenant of the tenant's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

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

**Family Real Estate Service, Inc.,**  
By BY1, Owner Agent

Date: DATE1

\_\_\_\_\_  
A Licensed Real Estate Broker

\_\_\_\_\_  
Tenant: TENANT1

\_\_\_\_\_  
Tenant: TENANT2

\_\_\_\_\_  
Tenant: TENANT3



475-1884

### PET AGREEMENT

PROPERTY ADDRESS: ADDRESS1

Tenant: TENANT\_NAMES

Tenant agrees to pay \$0.00 as a non-refundable fee for the right to keep a pet(s) on the property. This amount is payable once, before any pet is brought onto the premises. Tenant further agrees:

1. This agreement is for 0 pet, as listed below
2. Tenant shall be responsible for all damage, repairs, and/or cleaning caused by ANY pet. Owner may deduct cost of repair and/or cleaning due to pets from the tenant's Security, Cleaning & Damage Deposit.
3. Tenant agrees not to leave the pet(s) in the house unattended for extended periods of time.
4. Pet shall be confined to the yard or on a leash when outside. At no time shall any pet be allowed to run loose in the neighborhood. Pets able to escape from the yard shall be further bound by rope or chain unless under the direct voice control of the pet's owner and pet's owner is physically present with the animal.
5. Tenant agrees to remove the pet(s) permanently from the residence if, in the opinion of the owner/agent, the pet(s) has become a nuisance or safety hazard.
6. These rules may be revised or additional rules may be established at any time.
7. Failure to comply with any of these rules will result in either the permanent removal of all pets from the property or termination of the rental agreement and ensuing legal action.
8. Tenant further agrees to pay an additional monthly rent amount of \$ 0.00\_ for the privilege of keeping the listed pets on the premises. Said "Pet Rent" is due monthly with each regular rent payment. Failure to pay "Pet Rent" shall result in the same action as non-payment of rent under the Residential Rental Agreement.

Dog  Cat Breed \_\_\_\_\_ Name \_\_\_\_\_  
 Color \_\_\_\_\_ Kept: Inside or Outside

In exchange for the non-refundable fee, the owner shall allow the pet(s) described above to be brought onto the property, subject to the conditions herein.

Date DATE1

\_\_\_\_\_  
Tenant: TENANT1

\_\_\_\_\_  
Owner/Agent BY1  
A Licensed Real Estate Broker

\_\_\_\_\_  
Tenant: TENANT2

**NO SMOKING POLICY**

**Tenant’s Name: TENANT\_NAMES**

**Property: ADDRESS1**

The following NO SMOKING policy \_\_\_\_\_ APPLIES; \_\_\_\_\_ DOES NOT APPLY (APPLIES, if not marked otherwise) to this Rental Agreement:

Tenant and all members of Tenant’s family or household are parties to a written lease with Landlord (the Lease). The following additional terms, conditions and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Property Rules and the Lease.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;
2. **Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
3. **Hookah, Vaping and Electronic Cigarettes.** This No Smoking Policy includes a ban on the use of any device that vaporizes any tobacco or non-tobacco products, including flavored liquid, e-liquid, “vape juice” or any other product consumed in an electronic e-cigarette, hookah, or similar device.
4. **Marijuana.** This No Smoking Policy includes a ban on smoking or vaporizing marijuana in any manner, whether or not possession / consumption would be lawful. The medical use of cannabis does not exempt any person from complying with any no smoking law or residential no smoking policy.
5. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designed as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant’s dwelling is located or in or within 25 feet of any of the common areas such as the stairwells, patios, playgrounds, laundry rooms, office and community room of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.
6. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant’s guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where smoke or vapor of any kind is migrating into the Tenant’s residence or unit from sources outside of the Tenant’s residence or unit.
7. **Landlord to Promote No-Smoking Policy.** In multi-unit residences, Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, playgrounds and in conspicuous places adjoining common areas of the building or complex.
8. **Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord’s adoption of a smoke-free living environment and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its Lease. Landlord is not required to take steps in response to smoking unless Landlord has been given written notice of said smoking.
9. **Other Tenants Are Third-Party Beneficiaries of Tenant’s Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant’s smoke free addendum agreements with Landlord. (In layman’s terms, this means that Tenant’s commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.
10. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate terminated or non-renewal of the Lease by the Landlord. Additionally, if Tenant should breach this Addendum, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke free condition.
11. **Disclaimer by Landlord.** Tenant acknowledges that Landlord’s adoption of a smoke free living environment and the efforts to designate the rental property as smoke free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenants and Tenant’s guests. Tenants with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease and Rules.

Date: DATE1

\_\_\_\_\_  
Tenant: TENANT1

\_\_\_\_\_  
Owner/Agent: BY1  
A Licensed Real Estate Broker

\_\_\_\_\_  
Tenant: TENANT2



Steven L. Weinman, Broker

608 S Washington Street  
Tacoma, WA 98405-5019  
(253) 475-1884 or 312-9911  
FAX (253) 830-0139

e-mail: [Office@familyrealestate.net](mailto:Office@familyrealestate.net)

Internet: <http://www.familyrealestate.net>

## ***DISCLOSURE DOCUMENTS***

Date: DATE1

Tenant: TENANT\_NAMES

Address: ADDRESS1

\_\_\_\_\_(initials) The undersigned hereby acknowledges receipt of the booklet ***Mold, Moisture and Your Home*** as complete disclosure of how to deal with mold and related issues while occupying a rental property.

The tenant hereby releases the Owner and Agent from all liability in connection to mold, moisture and related issues that may arise as a result of this tenancy.

\_\_\_\_\_(initials) The undersigned hereby acknowledges receipt of the ***City of Tacoma Resource Guide for Tenants*** in printed form at the time this agreement is signed. Tenant authorizes updates and future copies to be received by PDF file, emailed to the contact information as provided in the rental application, or as updated with the office.

Landlord:

Family Real Estate Service, Inc.

608 S Washington Street, Tacoma, WA 98405

(253)475-1884

By: \_\_\_\_\_

BY1, Owner/Agent

A Licensed Real Estate Broker

Date: DATE1

Tenant: TENANT1

Tenant: TENANT2



**REQUEST FOR ADDITIONAL DUNNING and RELEASE OF ACCOUNT INFORMATION ON TENANT ACCOUNTS**

Tenant's Name: TENANT\_NAMES                      SS #

Property Address: ADDRESS1

Effective on \_\_\_\_\_ (immediately, if left blank), we hereby request that the utilities be transferred into the tenant's name listed above.

We further direct the utility company to list:

**FAMILY REAL ESTATE SERVICE, INC**  
**608 S Washington Street**  
**Tacoma, WA 98405**  
**Phone (253)475-1884**  
**email: [steve@familyrealestate.net](mailto:steve@familyrealestate.net)**

**as an additional contact on the utility account and authorize the release of any and all information to its agents and employees regarding the account status, amounts owed, utility usage, payment arrangements that may be in place, etc. to this contact of record.**

**We direct the utility company of record to send a duplicate bill to the additional contact above should the account become delinquent or be subject to disconnection for non-payment.** We understand that this additional contact does not have any direct liability toward paying this utility account.

The undersigned tenant agrees that in accordance with city codes and the rental agreement, that Electricity, Natural Gas (if needed for heating, cooking or hot water), Water, Garbage and Sewer are required to be maintained at the tenant's expense (unless rental agreement states otherwise) until the unit is vacated and/or rental agreement and rent period have expired, whichever is later.

**It is further agreed that no changes to the names or service dates on the utility account shall be made without the express authorization of the property owner of record OR the additional contact listed herein as agent for the owner.**

Should any charges be incurred during this property during the tenancy including, but not limited to: re-connection fees, tampering with water or electrical meters fees or penalties, or unauthorized turn on of any service that should become disconnected for non-payment, these shall be assessed to the tenant's utility bill or if charged to the owner's account, shall be the responsibility of the tenant.

Tenant's Signature: \_\_\_\_\_  
TENANT1

Date: \_\_\_\_\_

Co-Tenant's Signature: \_\_\_\_\_  
TENANT2

Date: \_\_\_\_\_

Co-Tenant's Signature: \_\_\_\_\_  
TENANT3

Date: \_\_\_\_\_