



MANAGEMENT AGREEMENT

The undersigned owner hereby employs the undersigned Broker exclusively to rent, lease, operate, and manage the real property situated in the City of Tacoma, County of Pierce, State of Washington, described as: _____ for a period commencing March 19, 2008 and terminating at midnight of **December 31, 2008** upon the following terms and conditions:

RENEWALS: This agreement shall continue after the above termination date on a quarterly basis until canceled by either party by giving the other party at least 30 days written notice of cancellation.

BROKER'S OBLIGATIONS

Owner hereby confers upon the Broker the following duties, authority, and powers:

- 1. LEASING:** To advertise the availability for rent of the property or any part thereof and to display "for rent" or "for lease" signs thereon; to execute leases for terms not to exceed one year, renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the owner such notices as Broker deems appropriate; to institute legal actions in the name of the Owner, to evict tenants and recover possession of the premises, to recover rents and other sums due; to settle, compromise, and release such actions. Tenant's deposits and any prepaid items such as Last Month's Rent shall be held in the Trust account in the name of the tenant until such time that funds are either due to the Owner or refunded to the Tenant.
- 2. RENTS:** To collect rents and to collect and disburse security and other deposits; to deposit all receipts collected in a trust account with a qualified banking institution, but Broker shall not incur any liability for bankruptcy or failure of the depository. Broker may charge tenant late fees as follows: 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.....	up to 10% of the total monthly rent due
Eleven (11) or more days late.....	up to an Additional 10% of the total monthly rent.due

Broker may charge tenant \$35 for each dishonored bank check. Broker may charge tenant a \$40 service fee should it become necessary to serve a notice for non-payment of rent or non-compliance with any rule of the rental agreement. Broker may adjust the rent amount as market conditions warrant. Broker may assign delinquent accounts to a collection agency; however any action further than collection referral shall be the responsibility of the owner.

- 3. MAINTENANCE:** To perform routines inspections of property and complete any routine maintenance, at owner's expense to maintain the rental property in a manner that is safe, healthy & fit for habitation and meets or exceeds local codes and/or Section 8's HQS requirements..
- 4. SERVICE CONTRACTS:** To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the Broker shall deem advisable and/or necessary.
- 5. MAINTENANCE & REPAIRS:** To take charge of repairs, decorating and alterations and to purchase supplies therefore. Broker agrees to obtain Owner's prior authorization for any and each expense item in excess of \$500.00, except monthly or recurring operating charges or emergency repairs, or in the event the Owner is not reasonably available for consultation, if the Broker deems such expenditures necessary for the protection of the property from damage or to perform services to the tenants provided for in their leases or rental agreements. At the time of this agreement, labor charges for repairs are based at \$20.00-\$25.00 per hour (including L&I/Workman's Compensation Insurance, unemployment insurance, all employment taxes & expenses related to the licensing, bonding & insurance as required by Washington State law), but are subject to increases over time. All labor & material is subject to Washington State Sales Tax. Repair labor is contracted to Weinman Rentals, LLC (contractor registration #WEINMRL920DQ) who employs the repair staff used. Outside service contracts for repairs may be initiated at market cost for specialty type work (i.e. sewer drains, appliance repair, carpet cleaning, plumbing, electrical, etc.) Funds for any scheduled or needed repairs must be on hand in Broker's Trust Account PRIOR to initiating any work orders. All work performed shall be paid upon completion – no credit shall be extended on behalf of the owner by the Broker or any of Broker's workers, suppliers or agents.

Tenant's Initials: _____

6. **DISBURSEMENTS:** To accrue and make disbursements from Owner's funds for: Repairs, maintenance, and management fees as outlined below.
7. **OWNER DISBURSEMENTS:** Owner to maintain a minimum balance of \$ _____ in the Broker's Trust Account to cover repairs and expenses that may be incurred. Broker agrees to disburse receipts less disbursements and minimum balance on a monthly basis unless agreed otherwise. Owner disbursements are scheduled on either the 2nd or 4th Friday monthly depending on tenant's due date(s). When a tenant pays rent by personal check, the Broker must hold funds for at least 20 business days for check to clear prior to disbursement.
8. **SUMMARY STATEMENTS:** To render annual, and as requested itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements exceed receipts, Owner shall promptly remit such excess to the Broker. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Broker's duties set forth herein.

OWNER'S OBLIGATIONS

1. **BROKERAGE FEES:** Owner agrees to pay Broker a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Broker as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and if consummated, shall compensate Broker in accordance with the rates hereinafter set forth. Such compensation is due and payable in demand and may be deducted by Broker from receipts. Management/Renting/Leasing: One-half (1/2) of the first month's rent of each tenancy to fill vacancies as they occur; _____ percent (____%) of the monthly rent and late fees collected thereafter. One Hundred percent (100%) of NSF fees and service fees collected from tenant. Owner shall reimburse Broker for all advertising, postage, keys, and any other expense directly related to the management of the property..
2. **ADVERTISING:** When the rental property is listed as available for rent, the owner agrees to pay a fee to the Broker of \$25 per month or fraction thereof, to offset generic/institutional advertising and listing (agency & Internet) expenses. Should the Owner desire direct advertising (spot ads, etc.) for their specific property, the Owner shall instruct the Broker in writing of such and agrees to pay the actual cost of said advertisements.
3. **SALE OF PROPERTY:** Family Real Estate Service (Broker) is a real estate sales office. Broker will not manage a rental property that is listed for sale with another agency. Should the property be sold while this management agreement is in effect, Owner shall pay Broker \$2,000.00 fee, or, as per listing agreement with same Broker. Owner is advised to consult with the Broker prior to entering any other contract pertaining to the property.
4. **HOLD HARMLESS:** Owner agrees to hold the Broker harmless from all damages and suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry at his own expense, adequate public liability and workmen's compensation insurance and to name the Broker co-insured. The Broker also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do, or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Broker's compensation or if Broker successfully defends any action brought against Broker by Owner, relating to the property, or Broker's management thereof, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.
5. **INSURANCE:** Owner shall maintain full coverage insurance to cover property damage and liability on each rental property. Liability coverage must cover Landlord type activities for renting property out and have a minimum \$300,000 in coverage. Owner shall name FAMILY REAL ESTATE SERVICE, INC. as additionally insured on all insurance policies relating to the rental property (hazard & liability). Owner authorizes Broker to contact insurance company as needed to verify coverage, and/or conduct other related activities as needed directly with the insurance agency.
6. **DATA & RECORDS:** Owner agrees to make available to Broker all data, records and documents pertaining to the property which the Broker may require to properly exercise his duties hereunder. Owner to provide Manager with complete tenant records (contracts, payment history, deposit information, etc.) for all occupied properties along with keys to all units. Broker reserves the right to convert all existing tenants to the office standard rental agreement, subject to any lease provisions.
7. **INSTRUCTIONS FROM OWNER:** It is hereby agreed that ALL instructions given by owner to the Broker shall be in writing, or in the event of emergency, communicated by phone and immediately confirmed in writing. These communications may be by mail or fax to (253) 475-1888, or e-mailed to: FamRealEst@aol.com.
8. **VISA/MASTERCARD/DEBIT:** Family Real Estate accepts Visa & Mastercard Credit cards and most debit cards for payments of rents & deposits. Owner acknowledges that any fees charged (discounts) will be deducted from payment amounts prior to

funds being settled with owner. Funds paid by Credit or Debit are transferred electronically to a holding account and then once cleared, will transfer to the Trust Account in the name of the Owner. Transfers from the holding account to each owner's specific account shall be done at least monthly in advance of any owner disbursement.

- 9. **MAINTENANCE STANDARDS:** Owner agrees to maintain all properties to a standard that meets or exceeds the minimum Housing Quality Standards as determined by the local Housing Authority. Management Company reserves the right to cancel this management agreement should the owner refuse or fail to maintain the property in a safe condition consistent with minimum Housing Quality Standards as determined by the local Housing Authority.
- 10. **PET POLICY:** Owner hereby accepts the pet policy of Family Real Estate Service, Inc. as found published online at www.familyrealestate.net unless otherwise directed in writing.
- 11. **TENANT SELECTION CRITERIA:** Owner hereby accepts the Tenant Selection Criteria of Family Real Estate Service, Inc. as found published at www.familyrealestate.net unless otherwise directed in writing.
- 12. **TENANT SCREENING:** Owner authorizes Broker to outsource tenant screening reports to any reputable source of information and may charge perspective tenants an appropriate screening fee to offset any expense incurred.
- 13. **FORMS:** Owner authorizes Broker to use the rental forms (Rental Application & Rental Agreement) as published online at www.familyrealestate.net and any updates or changes thereto to keep current with normal business practices and changes in regulations.
- 14. **CONTACT INFORMATION:** Owner shall keep Broker apprised of current contact information including address, phone or email changes at all times.
- 15. **LICENSING:** Owner is responsible to comply with all licensing requirements of the city, county & state for rental property ownership and shall provide copies of such licenses to the Broker. The City of Tacoma requires that all owners of real property offered for rent/lease to the public to have a current rental business license. This license is in addition to any licensing requirements for the management office or repair contractors.

16. **OTHER TERMS**

Owners Tax Identification Number(s): Name: _____ SSN: _____
 Name: _____ SSN: _____

List of properties included at the initial management:

Property #1 _____ Description: _____
 Rent: _____ Deposit: _____ Currently Occupied or Vacant
 Pets: _____ Pet Fee: \$ _____ per pet Pet Rent: \$ _____
 Section 8: YES NO

Property #2 _____ Description: _____
 Rent: _____ Deposit: _____ Currently Occupied or Vacant
 Pets: _____ Pet Fee: \$ _____ per pet Pet Rent: \$ _____
 Section 8: YES NO

Tenant's Initials: _____

Property #3 _____ Description: _____

Rent: _____ Deposit: _____ Currently [] Occupied or [] Vacant

Pets: _____ Pet Fee: \$ _____ per pet Pet Rent:\$ _____

Section 8: YES NO

Property #4 _____ Description: _____

Rent: _____ Deposit: _____ Currently [] Occupied or [] Vacant

Pets: _____ Pet Fee: \$ _____ per pet Pet Rent:\$ _____

Section 8: YES NO

Other properties may be added by addendum, stating same information as above, signed by both parties.

Broker to hold all tenant's deposits in trust account to be held & disbursed according to rental documents.

Insurance Agent: _____ Phone _____

Type of Services to be rendered: (Check one):

- Full Management;
- Rental Only (fill vacancies) ;
- Monthly Management Only

ADDENDUM: The following items are incorporated into this agreement by reference and together with them constitute the entire agreement: Rental forms to be used: Residential Rental Agreement, Deposit Agreement, Pet Agreement, and Lead Based Paint Disclosure.

The Broker accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority, and powers conferred upon him under the terms hereof.

Owners name Printed: _____

Broker:

 FAMILY REAL ESTATE SERVICE, INC.
 3808 S. Yakima Ave., Tacoma 98418
 (253)475-1884 FAX 475-1888 / 830-0139
 Date: _____
steve@familyrealestate.net
 Email to Marty at: famrealest@aol.com

Signatures: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone: (_____) _____

Cellular Phone: (_____) _____

FAX: (_____) _____

E-mail: _____

Tenant's Initials: _____



RESIDENTIAL RENTAL AGREEMENT

TENANTS' NAMES: _____ hereinafter referred to as Tenants and _____ **and no others** as additional occupants, hereby agree to the following terms and conditions:

FUNDS	Amount Paid	Balance Owing
Rent:	\$0	\$0
Security/Cleaning/Damage Deposit	0	0
Pet Fee/Pet Rent:	0	0
Other Charges/Credits Last Months Rent	0	0
TOTALS (Balance due prior to occupancy)	\$0	\$0

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

TERM: The term shall commence on _____ and continue until _____ for a total rent of \$ _____. Subsequent to the initial lease period, rental shall continue on a month-to-month basis, until either party shall terminate the same by giving the other party 20 days written notice prior to end of rental period delivered by certified mail OR in person.

RENT: Rent shall be \$ _____ .00 per month, payable in advance, upon the _____ day of each calendar month to Owner or Agent, payable to: _____ at **3808 S. Yakima Ave. Tacoma, WA 98418** 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, debit, certified check or money order. 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 rent due
- Eleven (11) or more days late..... Additional 10% of the total 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 supercede 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.

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.

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

Tenant's Initials: _____

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.

DOGS/LIABILITY INSURANCE: Within thirty (30) days of this agreement, all tenants with a dog shall provide owner/agent with proof of liability/renter's insurance with minimum of \$500,000 per occurrence limits and shall name the property owner as additionally insured on said policy. Tenant shall pay all costs related to this coverage and shall maintain uninterrupted coverage of this insurance whenever a dog resides in the unit either permanently or on a temporary basis.

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.

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. Tenant shall provide owner with a major credit card or debit card information and keep such information current on file throughout their tenancy. Owner may charge this account for any unpaid rent or damages due under this contract if payment agreements are not honored without further notice to the tenant.

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.

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 \$25.00 per work hour for labor and stored at a location selected by the Owner that is reasonably secure at a minimum rate of \$25.00 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.

ALTERNATE PAYMENT METHODS: Tenants may pay rent & fees using a Debit Card (must swipe card & enter PIN for each payment) at no additional cost. Tenants who pay by Credit Card will be assessed a 3% convenience charge for this service. Credit card payments can be set up as one-time, or recurring monthly charges at the tenant's written request. Owner reserves the right to cancel or suspend debit/credit payment services at any time.

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: _____

COLLECTION FEES: Should your account be referred to collections for any reason upon vacating, the following service fees shall apply:

Balance owing on account	Service Fee added
Under \$150	\$50
\$150 - \$300	\$100
\$301 - \$500	\$200
\$501 - \$1000	\$300
\$1001 & up	\$500

These service fees shall be added to the principal balance plus interest owing before the account is referred to collection. In addition, any specific legal costs of collection shall be added, subject to Washington law.

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 3808 S. Yakima Ave., Tacoma, WA 98418 (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 ___; Stove ___; 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 _____)

**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: _____

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.

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: _____

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, Inspection Report, and the Lead Based Paint Addendum & Booklet and Mold, Moisture and Your Home Booklet.

OTHER TERMS:

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.
3808 S. Yakima Ave. Tacoma, WA 98418
BY: STEVEN L. WEINMAN**

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

Date:

Tenant

Tenant

Tenant

Tenant

Tenant

Tenant

Revised 7/2008



DEPOSIT AGREEMENT

DATE:

TENANT:

PROPERTY ADDRESS:

The SECURITY, CLEANING, and DAMAGE DEPOSIT of \$ _____ .00 of which \$0.00 has been received and the balance to be paid PRIOR TO OCCUPANCY is subject to the following terms and conditions:

(1) CLEANING --

A charge of \$20.00 per hour will be made for any time required to clean the rental unit after it is vacated.

(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.

(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, to his or her last known address within 14 days after termination along with a statement for any funds withheld. 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. If payment arrangements are not made or if arrangements are made but not honored, owner may charge any amounts due to the tenant's credit card on file including interest.

(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 Wells Fargo Bank, 54h & Pacific Branch, Tacoma, WA.

(7) ADDITIONAL TERMS —

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

Owner/Agent: **STEVEN L. WEINMAN**
A Licensed Real Estate Broker

Tenant

REV 2/11/97

Tenant



475-1884

3808 South Yakima Avenue
Tacoma, Washington 98418-5096
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:
PROPERTY ADDRESS:

DATE:

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: STEVEN L. WEINMAN, Owner Agent

A Licensed Real Estate Broker

Date:

Tenant:

Tenant:



CREDIT/DEBIT CARD AUTHORIZATION ADDITIONAL SECURITY AGREEMENT

Tenant Name:
Rental Address:

Date:

Type of card: VISA Mastercard (credit or debit)

Account # _____

Card Holder's Name: _____

Expiration Date: _____

Billing Address: _____ Billing Zip Code: _____

The above named tenant authorizes Family Real Estate Service Inc. to charge any amounts owing under this rental contract for unpaid rent, damages, or other fees as allowed by State Law or this contract should the tenant default and/or not honor any payment arrangements made in writing with the owner/agent. Charges shall be in accordance with the Deposit Agreement after the unit is vacated.

This in no way limits the owner's remedies under the law pertaining to eviction, debt collection, etc.

Tenant shall keep this information updated at all times and provide updated account information and expiration dates throughout their tenancy.

Tenant: _____ Date: _____

Tenant: _____ Date: _____



PET AGREEMENT

PROPERTY ADDRESS:

Tenant:

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 _____ pets ONLY, 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.
9. All tenants with dogs must have liability insurance – see rental agreement for details.

Dog Cat Breed _____ Name _____
 Color _____ Kept: Inside or Outside

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. This agreement modifies the Residential Rental Agreement dated _____

Date

Tenant

Owner/Agent STEVEN L. WEINMAN
A Licensed Real Estate Broker

Tenant

Revised 4/28/94



Steven L. Weinman, Broker
3808 South Yakima Avenue
Tacoma, WA 98418-5019
(253) 475-1884 or 312-9911
FAX (253) 830-0139
e-mail: Office@familyrealestate.net
Internet: <http://www.familyrealestate.net>



MOLD DISCLOSURE

Date:

Tenant:

Address:

The undersigned hereby acknowledge 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.

Landlord:
Family Real Estate Service, Inc.
3808 S Yakima Ave., Tacoma, WA 98418
(253)475-1884

By: _____
STEVEN L. WEINMAN, Owner/Agent
A Licensed Real Estate Broker

Tenants:
Date:

Tenant

Tenant

Tenant

RENTAL APPLICATION

Note: Co-Applicants that do not share the same address/rental history need to complete separate forms.

Applicant's Name	Co-Applicant's Name:
E-mail Address:	E-mail Address:

Cell phone: ()	Cell Phone: ()
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List all people that plan to reside with the above applicants — Note: guests may only stay a total of 20 days per calendar year. Anyone listed age 18 or over who is not a dependent of the above, must complete a rental application, pay a screening fee and sign all documents.

Name	Age	Relationship to tenant	Name	Age	Relationship to tenant

Pets: See Pet Policy - certain breeds are not allowed. Note: Pet fees, pet rent & liability insurance may be required.

How many pets do you have?	List Types & sizes
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Automobiles: Note: Only currently licensed vehicles are permitted on rental property / No car parts, etc. may be stored on the property

Auto Make:	Auto Model & Color:	Model Year:	License # / State:
Auto Make:	Auto Model & Color:	Model Year:	License # / State:
Auto Make:	Auto Model & Color:	Model Year:	License # / State:

Maintenance/Insurance: Tenant's with waterbeds or aquariums over 10 gallons must have renter's insurance or specific coverage insurance

Do you own a lawn mower?	Waterbed(s)?	Aquarium(s)?	Do you have renter's insurance?
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SOURCE OF INCOME

If less than 1 year, give prior on separate page	APPLICANT	CO-APPLICANT
EMPLOYER/AGENCY		
ADDRESS		
PHONE		
POSITION HELD		
HIRED/START DATE		
NAME OF SUPERVISOR/CASE WORKER		
HOURS WORKED PER MONTH		
GROSS INCOME PER MONTH		

List any other sources of income - including food stamps or other verifiable assistance - attach verification of each.	
--	--

Do you have "section 8" assistance?	If yes, circle one- Tacoma HA or Pierce County HA
Are you relying on any other assistance to pay initial move-in costs or monthly rent?	If yes - explain:

Bank References:

Bank:	Branch	Account #	Avg. Bal. \$	9 Checking 9 Savings
Bank:	Branch	Account #	Avg. Bal. \$	9 Checking 9 Savings

Credit References: — Attach additional references on separate paper, if needed —

Company: 9 Ten 9 Co Ten.		Account #	Phone #	Date Opened:
High Amount Owed \$	Current Balance \$	Payment Amount \$	# Late Pays:	
Purpose of Credit: (Auto, furniture, gas card, student loan, etc.)			Account Status: (open, closed, etc.)	
Company: 9 Ten 9 Co Ten.		Account #	Phone #	Date Opened:
High Amount Owed \$	Current Balance \$	Payment Amount \$	# Late Pays:	
Purpose of Credit: (Auto, furniture, gas card, student loan, etc.)			Account Status: (open, closed, etc.)	
Company: 9 Ten 9 Co Ten.		Account #	Phone #	Date Opened:
High Amount Owed \$	Current Balance \$	Payment Amount \$	# Late Pays:	
Purpose of Credit: (Auto, furniture, gas card, student loan, etc.)			Account Status: (open, closed, etc.)	

List any other names (maiden, married, nicknames, etc.) that you have used for credit or rental purposes:

Non-Related Personal References:

Name:	9 Ten 9 Co Ten.	Phone #: Home: ()	Work: ()
Address, incl City, State, Zip			Known How Long?
Name:	9 Ten 9 Co Ten.	Phone #: Home: ()	Work: ()
Address, incl City, State, Zip			Known How Long?

Nearest Relatives (Not residing with you)

Name:	9 Ten 9 Co Ten.	Phone #: Home: ()	Work: ()
Address, incl City, State, Zip			Relation:
Name:	9 Ten 9 Co Ten.	Phone #: Home: ()	Work: ()
Address, incl City, State, Zip			Relation:

Complete these questions: If you answer "YES" to any question, please attach a written explanation)

Answer for Tenant - Co-Tenant - Any other occupant	TENANT	CO-TENANT	Other Occupants
Have you ever filed a petition of bankruptcy?			
Have you ever been evicted?			
Have you ever been asked to move out of any tenancy?			
Do you owe any landlord money from prior rentals?			
Have you ever willfully or intentionally refused to pay rent when due?			
Have you been convicted of any felony?			
Have you been convicted on any misdemeanor relating to domestic violence, drugs, or other crimes against either people or property?			
Are you a member or involved with any gang or gang activities:			
Do you smoke tobacco products? If yes, state indoors, outdoors or both			
Are you a military service member or reservist? If yes, complete section below			
Are you a dependent of a military service member, other than listed above? If yes, complete section below.			

Military & Dependents only:	Name of Service Member:
<input type="checkbox"/> Active Duty <input type="checkbox"/> Reservist <input type="checkbox"/> Retired (Date: _____)	Branch of Service & Unit:
Dependents, list relationship to this service member:	

Section 8 Applicants Only:	Caseworker Name:	Caseworker Phone: ()
# Bedrooms on Voucher:	Maximum allowable rent with tenant paying all utilities: \$	<input type="checkbox"/> New on program <input type="checkbox"/> portable
I/We authorize the Public Housing Authority (PHA) to release all information by owner/agent in regards to my case file and rental history.		
_____ Signature of Head of Household/Voucher Holder		

Tenant's Full Legal Name		Date of Birth	
Social Security #		Driver's License/ ID #	
Co -Tenant's Full Legal Name		Date of Birth	
Social Security #		Driver's License/ ID #	

WHERE YOU ARE LIVING TODAY: if applicant and co-applicants are not at the same address, use separate forms			
Address:		City/State	Zip
Rent \$			
Home Phone ()	Work Phone ()	Deposit Paid \$	Expect Refund?
Reason for moving?			
Date Moved In:		Date you plan to move:	
Landlord/Agent Name & Company		Landlord Phone # ()	
Are you related to the owner or landlord?		Why do you want to move?	
Number of Occupants:	Any late rent payments?	Did you give Notice? Or receive notice to move?	

WHERE YOU LIVED IMMEDIATELY PRIOR TO WHERE YOU ARE LIVING TODAY? Co-applicants not at same address, use separate forms			
Address:		City/State	Zip
Rent \$			
Dates at this address: From To		Deposit Paid \$	Deposit Refunded \$
Time at prior address:	Reason for moving?		
Landlord/Agent Name & Company		Landlord Phone # ()	
Are you related to the owner or landlord?		Do you owe this landlord any money? If yes: \$ _____	
Number of Occupants:	Any late rent payments?	Did you give Notice? Or receive notice to move?	

WHERE YOU LIVED IMMEDIATELY PRIOR TO THE ABOVE ADDRESS? REQUIRED if less than 5 years of rental history in above 2 references.			
Address:		City/State	Zip
Rent \$			
Dates at this address: From To		Deposit Paid \$	Deposit Refunded \$
Time at prior address:	Reason for moving?		
Landlord/Agent Name & Company		Landlord Phone # ()	
Are you related to the owner or landlord?		Do you owe this landlord any money? If yes: \$ _____	
Number of Occupants:	Any late rent payments?	Did you give Notice? Or receive notice to move?	

By signing below: I/We declare that the foregoing is TRUE and CORRECT. I/We have read and understand the "Rental Application Guidelines." I/We authorize the verification of all information on this application and/or any information that may show on the credit report(s) and public record searches. I/We authorize the owner/agent and/or Landlord Solutions, Inc. to obtain a Credit Report and Criminal History report on each named tenant/occupant and perform any other screening deemed necessary by the owner/agent. I/We agree that the owner/agent may terminate any agreement entered into based on reliance of any information provided that is believed to be false, misleading or erroneous. It is further acknowledged that Family Real Estate is in full cooperation with local, state and federal agencies and may disclose any information contained herein upon written request of any agency. I/We authorize our current and former landlords/owners/agents to release all data to Family Real Estate regarding our rental history.

Applicant/Tenant _____ Date _____

Applicant/Co-Tenant _____ Date _____