



Lease Agreement and Security Deposit Receipt

THIS AGREEMENT is made this date _____ between **Boe Investments LLC**

herein after designated the lesser or Landlord, and _____

_____ herein after designated the Lessee(s),

The said lesser/Landlord does hereby lease unto the said Lessee(s) unit no. _____ of the buildings known as **Alderwood Manor Apartments** situated at 1100 North Alder Street, city of Ellensburg, Kittitas County, State of Washington, upon the following terms and conditions:

- 1. Terms:** The premises are leased for a term of one year, commencing the _____ and terminating _____.
- 2. Rent:** The Lessee shall pay rent in the amount of \$ _____ per month for the above unit, on the **1st** day of each month in advance, to the Landlord. There shall be a late charge of **\$35.00 plus \$5.00/day** for any rent payment after the **5th** day of the month. (initial) _____ (initial) _____
- 3. Sublet:** A Lessee shall not sublet the premises nor assign this lease or any part thereof without the prior written consent of the Landlord. A tenant with a one-year lease is obligated to pay rent and other tenant expenses for the entire 12-month lease term. A tenant, who wants to be removed from lease and future rent obligations prior to the end of the lease term, can only do so **upon the approval from Landlord and the other tenants listed on the lease**. They also agree to pay a **\$200.00** fee prior to being released from the lease. This fee will not come from the tenants security deposit. The out going tenant is only released from the lease and future rent obligations when the fee has been paid, a new lease has been signed, and the keys have been returned to Landlord. Only one tenant at a time is allowed to vacate the premises prior to the lease term.
(initial) _____ (initial) _____
- 4. Utilities:** In addition to the rent, Lessee shall pay all utilities charged against the property with the exception of the following, which will be furnished by the Landlord: **water, sewer, and garbage.**
- 5. Lessee's Obligations:** Lessee shall:
 - (a) Keep the premises in a clean and sanitary condition.
 - (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Lessee.
 - (c) Properly use and operate all electrical, heating, plumbing and other fixtures and appliances.
 - (d) Not intentionally or negligently destroy, deface, impair or remove any of the premises, facilities, equipment, locksets, appliances and fixtures, nor to permit any member of his family, invitee, licensee or person acting under his control to do so, the tenants shall be responsible for any glass breakage.
 - (e) Not to permit a nuisance or common waste.
- 6. Purpose:** The premises shall not be used for any purpose other than as a residence for _____ persons. Any guests remaining longer than **four** days per month will no longer be considered a guest and will be ordered to vacate said premises and a **\$100.00** fine will be assessed to existing tenants per instance and/or additional person will be added to lease and the monthly rent amount will adjust accordingly.
(initial) _____ (initial) _____
- 7. Alterations:** Lessee shall not paint or make any alterations to the premises without the prior written consent of Landlord.
- 8. Apartment Rules and regulations:** Lessee will comply with the apartment regulations of the landlord, a copy of which is attached hereto. Such apartment rules and regulations may be amended upon thirty days prior written notice to Lessee.
- 9. Premises:** Lessee shall keep said premises in a clean and sanitary condition and upon termination of this occupancy, surrender the keys thereof and vacate said premises in as good order and condition they are now in, excepting the reasonable wear and tear thereof. Lessee shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes states, ordinances and regulations governing maintenance or operation of such premises.

10. Leaser's Obligations: Lesser shall:

- (a) Immediately notify Tenant of any changes as to the persons or address of the landlord.
- (b) Maintain all structural components in good repair.
- (c) Keep common areas reasonably clean and safe from defects.
- (d) Provide and maintain appropriate receptacles in common areas for the removal of garbage incidental to the occupancy and arrange for the regular and reasonable removal thereof.
- (e) Maintain all electrical, plumbing, heating and other facilities and appliances supplied by him in reasonable good working order.

11. Access: Landlord reserves the right to access the premises for the purposes of:

- (a) Inspection
- (b) Repairs, alterations or improvements
- (c) To supply services
- (d) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, or workmen.

12. Surrender of Premises: In the event of default in payment of any installment of rent or the expiration of said term of this Lease. Lessee will quit and surrender the said premises to Landlord and pay all tenants obligations for the remainder of the Lease term.

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

14. Security and Damage Deposit: The Lessee has deposited the sums of \$ _____ as security And damage deposit, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with **Chase Bank**, at the **Ellensburg** branch, whose address is **201 South Water Street**.

Interest on the deposit shall belong to the Landlord. All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is condition as follows:

- (a) Lessee shall fully perform obligations hereunder and those pursuant to Chapter 59.18 Revised Code of Washington, or as such may be subsequently amended.
- (b) Lessee shall occupy said premises for the term agreed to above.
- (c) Lessee shall clean; repair and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon termination of this tenancy and vacation of residence. A specific statement describing the condition of the premises at commencement of the tenancy is attached hereto.
- (d) Lessee shall surrender to Landlord the unit and keys to premises by **1:00 pm** on the last day of lease date. Any refund from deposit as by itemized statement shown to be due to Lessee, shall be returned to Lessee within twenty-one days after termination of this tenancy and vacation of the premises.

(e) Tenant(s) has deposited the sum of \$ _____ towards last months rent.(initial) _____(initial) _____

15. Non-Refundable Fees: The sum of \$ _____ is to be retained by the Landlord as a non-refundable administration fee. (initial) _____ (initial) _____

16. Additional Terms: the tenant shall comply with the rules and regulations of this unit and are made a part of this agreement by reference as described on the following attached addendum hereto.

17. Required Renters Insurance: Landlord, or Lesser does not maintain insurance to cover the personal property of Tenant(s) or personal injury to Tenant(s), their guests or occupants. Tenant(s) is required to obtain rental insurance in the amount of \$300,000 public liability and \$10,000 property damage from whatever cause to his person or property and to the person or property of those on the premises with his consent. Tenant(s) shall list **Boe Investments LLC** as additionally insured on the policy. Tenant(s) is responsible to obtain insurance before keys are given or Tenant(s) takes possession of the premises. If Tenant(s) fails to maintain renters insurance coverage described above, Tenant(s) agree to pay **\$100.00** per month fee until Tenant(s) provides proof of insurance to Landlord. (initial) _____ (initial) _____

18. Damage or Destruction of Premises: In the event of damage to the Premises by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent up to the day Resident vacates the Premises.

19. Smoke Detection Devices: The premises are equipped with smoke detection devices, which are hard-wired. It is the responsibilities of Tenant(s) to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply with the maintenance provisions of this paragraph can be fined up to **\$200.00** in accordance with RCW 43.44.110/WAC 212.10.050. Resident's initials indicate that they will maintain all smoke detection devices in the Premises are in proper working order as of the move in date. The units have been checked and are properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the smoke detection devices in proper operating condition in accordance with the manufacturer's recommendations, including providing replacement batteries as needed. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenants' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Resident also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the Lessor/Landlord. (Initial) _____ (initial) _____

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

21. Additional Documents to be Attached to this Agreement:

- 1. Rules and Regulations
- 2. Damage Charges Schedule
- 3. Property Condition Report (to be completed at move in date)
- 4. Move out cleaning instructions

I have read and fully understand the above contract.

Boe Investments LLC (Lessor/Landlord)

Tenant Date

Doug & Ronda Boe

1851 Dry Creek Rd

Cosigner/Guarantor Date

Ellensburg WA 98926

Phone: 509-925-7044

Tenant Date

Cosigner/Guarantor Date