

## APARTMENT LEASE AGREEMENT (UNFURNISHED)

This Lease Agreement (the "Lease") is made and entered into on [EFFECTIVE\_DATE] by and between Arnold A. Ross ("Landlord") and [TENANT\_FULL\_NAME] ("Tenant"). Landlord leases to Tenant, and Tenant rents from Landlord, the residential apartment located at 6526 Karjala Rd. Aberdeen, WA 98520 (the "Premises").

### 1. Term

The tenancy created by this Lease begins at 12:00 p.m. on [LEASE\_START\_DATE] and ends at 11:59 p.m. on [LEASE\_END\_DATE] (the "Lease Term"). Unless the parties sign a new written agreement, the tenancy will convert to month-to-month pursuant to Washington law; either party may then terminate the tenancy with at least 20 days' written notice prior to the end of a rental period.

### 2. Rent

Tenant shall pay Landlord base rent of \$1,350.00 per month, payable in advance on or before the first calendar day of each month. At move-in, Tenant shall pay the first full month's rent plus a prorated amount for the period from the Lease Start Date through the end of that month, calculated by dividing the monthly rent by the number of days in that month and multiplying by the number of days remaining. Payments shall be delivered to 6528 Karjala Rd., Aberdeen, WA 98520, or to any other place or method that Landlord designates in writing. If any rent remains unpaid after 11:59 p.m. on the fifth calendar day of the month, Tenant shall pay a \$50 late fee. The late fee is a penalty only and does not waive or limit any other rights or remedies available to Landlord.

### **3. Security Deposit**

Upon signing this Lease, Tenant shall pay a security deposit of \$800.00 (the "Deposit"). The Deposit is held in trust at Great Northwest Federal Credit Union as security for Tenant's full performance of this Lease. Within 21 days after Tenant vacates and returns possession, Landlord will mail an itemized statement and any remaining balance of the Deposit to Tenant, less lawful deductions, in accordance with RCW 59.18.280.

A completed Move-In Condition Checklist, signed by both parties, is attached hereto and made a part of this Lease.

### **4. Use & Occupancy**

The Premises may be occupied only by the individuals who have submitted rental applications and been approved by Landlord (collectively, "Occupants"). No other person may reside in the Premises without Landlord's prior written consent. Any individual who intends to stay for more than seven (7) consecutive nights or for more than fourteen (14) nights in any thirty-day period must first submit a rental application, satisfy Landlord's screening criteria, and receive written approval. Tenant is fully responsible for the conduct of all guests and agrees to cover any damage, loss, or violation of this Lease caused by guests or other unapproved occupants

### **5. Assignment & Subletting**

Tenant may not transfer this Lease to another person or allow anyone else to take over the Premises (an "assignment" or "sublease") without first obtaining Landlord's written approval. Any approval applies only to the specific request granted; Tenant must obtain a new written approval for every future assignment or sublease.

## 6. Right of Entry

Landlord may enter the Premises to inspect, make necessary or agreed repairs, supply services, or show the Premises to prospective tenants or purchasers, in compliance with RCW 59.18.150. Except in an emergency, Landlord will provide at least 48 hours' written notice (24 hours for showings) and will enter at reasonable times.

## 7. Utilities

Tenant is responsible for all utilities and services to the Premises except the following, which are paid by Landlord: water, sewer, garbage, and recycling.

## 8. Maintenance & Repairs

Tenant shall keep the Premises clean and sanitary and promptly notify Landlord of any condition requiring repair. Landlord will make repairs within a reasonable time as required by RCW 59.18.060. Damage caused by Tenant, Occupants, or guests shall be repaired at Tenant's expense.

## 9. Alterations

Tenant shall not alter, add to, or improve the Premises, including painting, installing fixtures, wiring, or equipment, without the Landlord's prior written consent. This restriction applies only to tenant-initiated alterations and does not limit repair requests made under Section 8 (Maintenance & Repairs). Any approved work must be performed by licensed, insured contractors at Tenant's expense and in compliance with all permits and codes. Unless Landlord agrees otherwise in writing, all alterations, additions, and improvements become Landlord's property upon installation and remain with the Premises without compensation to Tenant. Landlord may require Tenant to restore any unapproved alteration to its original condition at Tenant's expense.

### 10. Animals

No pets are permitted without Landlord's prior written consent, **\*\*except\*\*** one (1) indoor-only cat that is spayed or neutered and kept in a sanitary manner. Tenant shall pay a one-time, non-refundable pet fee of \$300.00 ("Pet Fee") at lease signing. The Pet Fee is separate from, and in addition to, the Security Deposit and will not be refunded under any circumstances. Tenant is liable for all damage or nuisance caused by the cat and shall promptly clean all litter and pet waste. Any additional animals require Landlord's advance written approval and may be subject to additional fees or deposits.

### 11. Waste, Nuisance, or Unlawful Use

Tenant shall keep the Premises clean, sanitary, and free of waste, and shall not commit or permit any waste, nuisance, illegal activity, or other conduct that endangers persons or property. Tenant must not disturb the quiet enjoyment of other residents or neighbors, including but not limited to excessive noise, offensive odors, harassment, or illegal use of alcohol or controlled substances on or about the Premises. Any violation of this section constitutes a material breach of the Lease.

### 12. Insurance

Tenant is advised to carry renter's insurance that covers both personal property and at least \$100,000 in personal-liability protection. Tenant acknowledges that Landlord's insurance covers only the building and Landlord-owned property and provides no coverage for Tenant's belongings or liabilities.

### **13. Parking**

Tenant may keep up to two vehicles on the property, parked in the main or overflow area. Each vehicle must be listed on the rental application or otherwise approved in writing by Landlord. Unapproved, inoperable, or abandoned vehicles, as well as any vehicle that blocks access or creates a safety hazard, may be towed at the owner's expense. Blocking or hazardous vehicles may be towed immediately, while all others will receive 72 hours' notice.

### **14. Holding Over**

If Tenant remains in possession of the Premises after the Lease Term ends and no new written lease has been signed, the tenancy will automatically convert to a month-to-month tenancy on the same terms and at the same Rent. Either Landlord or Tenant may terminate this month-to-month tenancy by giving the other party written notice at least twenty (20) days before the end of a rental period.

### **15. Option to Renew**

Tenant may renew this Lease for one (1) additional year by delivering written notice of the intent to renew to Landlord at least thirty (30) days before the current Lease expires. The renewal becomes effective only after Landlord provides written acceptance, and the Rent and any other changes for the renewal term must be set out in a written agreement signed by both parties before the renewal period begins.

### **16. Default & Notices**

If Tenant fails to pay the full Rent by 11:59 p.m. on the due date, Landlord may serve a statutory Fourteen-Day Notice to Pay Rent or Vacate under RCW 59.12.030(3) and RCW 59.18.057, and the tenancy continues if Tenant pays in full within that fourteen-day period. For any lease violation other than non-payment of Rent, Landlord may serve a

Ten-Day Notice to Comply or Vacate under RCW 59.12.030(4), and the tenancy continues if Tenant cures within ten days. If Tenant commits waste, maintains a nuisance, engages in unlawful activity, or otherwise creates a substantial hazard, Landlord may serve a Three-Day Notice to Quit under RCW 59.12.030(5), with no right to cure. If Tenant fails to comply within the applicable notice period, Landlord may terminate the tenancy and file an unlawful-detainer action to recover possession, past-due Rent, damages, court costs, and reasonable attorney fees.

### **17. Destruction or Eminent Domain**

If the Premises are destroyed or otherwise made completely unfit for occupancy by fire, storm, earthquake, or any other casualty not caused by Tenant or Tenant's guests, this Lease ends on the date of the casualty and Rent is prorated to that date; any prepaid Rent must be refunded. If only part of the Premises is damaged and the remainder is reasonably usable, Tenant may choose to stay; in that case Rent is reduced in the same proportion that the unusable area bears to the whole until the Premises are fully restored to a habitable condition. If Landlord fails to begin and diligently pursue restoration within a reasonable time, Tenant may give written notice and terminate the Lease. Any insurance proceeds or condemnation award related to the building or land belong solely to Landlord.

### **18. Delay in Possession**

If, for reasons beyond the Landlord's control, the unit is not ready on the agreed move-in date, no rent will be due until the day the keys are delivered to Tenant. If Tenant still cannot move in 14 calendar days after the scheduled start date, Tenant may cancel this Lease by giving written notice and the Landlord must promptly return any rent or deposits already paid.

### **19. Returned-Payment & Administrative Fees**

Tenant shall pay a \$40 NSF fee plus bank charges for any returned payment and a \$50 administrative fee for each legally required notice. Landlord must re-serve due to Tenant's non-compliance.

### **20. Smoking & Fireplace Policy**

Smoking or vaping of any substance is prohibited inside the Premises. The fireplace is for occasional Duraflame-type logs only and may not be used as a primary heat source.

### **21. Mold & Moisture Disclosure and Heating Requirement**

Tenant acknowledges receipt of the Washington State Department of Health mold and moisture information sheet and agrees to keep the dwelling properly ventilated, report any leaks or excess moisture to Landlord within 24 hours, and from October 1 to April 30, or whenever outside temperatures are forecast below 40 °F, maintain indoor heat at no less than 50 °F or notify Landlord if absent for more than 48 hours, understanding that Tenant is responsible for any mold growth or other damage resulting from failure to follow these requirements.

### **22. Abandonment & Disposal of Personal Property**

If Tenant abandons the Premises, Landlord may store personal property for 45 days and dispose of it as allowed by RCW 59.18.310. Storage and disposal costs are Tenant's responsibility.

### **23. Lockouts & Re-Key Charges**

If Tenant requests a lock change or is locked out, Landlord may charge actual locksmith costs plus a \$25 convenience fee.

#### **24. No Marijuana Cultivation**

Cultivation or manufacturing of marijuana or any controlled substance is prohibited anywhere on the property.

#### **25. Lead-Based Paint Disclosure**

The Premises were built in 1975 and may contain lead-based paint. Landlord has no knowledge of the presence of lead-based paint or lead-based paint hazards and possesses no inspection or risk-assessment reports. The interior and exterior have been repainted within the past twenty years, but the possible existence of older lead-based layers is unknown. Landlord has provided Tenant with the EPA pamphlet "Protect Your Family From Lead in Your Home," and, by signing this Lease, Tenant acknowledges receipt of that pamphlet, understands the potential hazards of lead-based paint, and agrees to report to Landlord any peeling or deteriorated paint observed in the dwelling.

#### **26. Indemnification, Assumption of Risk, and Hazard Notice**

Tenant acknowledges that the property contains moderate risk features, including running streams, exterior stairways, elevated decks that may require periodic board replacement, mature trees that can shed limbs in windstorms, and uneven ground, and that Tenant and guests use these areas at their own risk. Tenant will promptly notify Landlord in writing of any hazardous condition observed, such as loose or rotting deck boards, damaged railings, unstable stairs, or fallen branches, so repairs can be made. Except for injury or damage directly caused by Landlord's gross negligence or intentional misconduct, Tenant assumes all risks of injury, loss, or damage to Tenant, Occupants, or guests arising from use of the property and agrees to indemnify, defend, and hold Landlord harmless from any claims, lawsuits, costs, or attorney fees resulting from the acts or omissions of Tenant, Occupants, or guests while on the property.

### **27. Plumbing and Drain Responsibility**

Tenant must keep all toilets, sinks, and drains clear. If a blockage occurs and ordinary household methods such as a plunger do not clear it, Tenant shall promptly hire a licensed plumber at Tenant's expense or notify Landlord so that Landlord can arrange service. Any plumber's invoice and related repair costs for a clog caused by Tenant, Occupants, or guests will be charged to Tenant as additional Rent. Landlord remains responsible for plumbing failures not caused by Tenant's use, such as pipe defects or root intrusion.

### **28. Early Termination and Re-Renting**

Tenant may terminate this Lease before the Lease Term ends by giving Landlord at least thirty (30) days' written notice and paying a flat early-termination fee of one (1) month's Rent. Upon timely notice, payment of the fee, and delivery of the Premises clean and undamaged with all keys returned, Tenant will have no further rent obligation after the move-out date. The security deposit remains refundable and will be processed in accordance with RCW 59.18.280, less any lawful deductions for unpaid Rent, cleaning, or damage beyond ordinary wear.

### **29. Governing Law**

This Lease shall be governed by the laws of the State of Washington.

### **30. Time of Essence**

Time is of the essence in the performance of each obligation under this Lease.

**31. Notices**

All notices required under this Lease must be in writing and delivered personally, by certified mail, or by any other method allowed under RCW 59.18. Notices to the Landlord shall be addressed to 6528 Karjala Rd., Aberdeen, WA 98520. Notices to the Tenant shall be delivered to the Premises. Either party may change its notice address by giving the other party written notice of the new address.

**32. Severability & Entire Agreement**

If any provision of this Lease is held void, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. This Lease, together with any written addenda or exhibits, constitutes the entire agreement between Landlord and Tenant and may be amended only by a written instrument signed by both parties.

**33. Paragraph Headings**

Headings are for convenience only and shall not affect interpretation.

**IN WITNESS WHEREOF**

Landlord and Tenant have executed this Lease in Aberdeen, Washington on the dates set forth below.

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

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

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