

MOLD & MILDEW ADDENDUM

DATE: _____ TENANT NAME(S): _____

UNIT ADDRESS: _____

It is the goal of the landlord to maintain this property to the highest quality of living environment for the tenants. The landlord has inspected the dwelling unit prior to the commencement of the rental agreement and has identified no damp or wet building materials and knows of no mold, mildew or other fungal growth in the dwelling unit. However, mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated from any dwelling place.

Many sources of excess moisture can lead to high indoor humidity and cause mold, mildew or other fungal growth. Most sources of moisture can be controlled by simple procedures under the control of the tenant. Our mutual goals should be to reduce excess moisture within the dwelling unit wherever and whenever possible.

In order to reduce the probability of mold, mildew or other fungal growth, protect your health and protect your personal property and the dwelling unit, you, the tenant agree to maintain the premises in a manner that prevents the growth of mold, mildew or other fungi in the dwelling unit by reducing or eliminating the sources of excess moisture. Moisture occurs from the process of breathing, presence of live plants and fish tanks, cooking, bathing, laundry and other moisture-producing activities.

If the dwelling contains excess moisture due to the tenant's lifestyle or activities, the tenant may be required to obtain and maintain a product or product(s) which reduce moisture in the unit.

Tenant's obligations include, but are not limited to the following:

- To keep the dwelling clean at all times; free of dirt and debris, especially those things that can harbor mold, mildew spores or other fungal growth.
- To clean bathroom, kitchen surfaces and walls with products which reduce or inhibit growth of mold, mildew or other fungi.
- To clean and dry any visible moisture on windows, walls and other surfaces, including personal property, as soon as the condition occurs.
- To use bathroom fans while bathing or showering, kitchen fans while cooking and utility area fans whenever water is being used. Continue use of fans for at least 30 minutes following activity.
- To agree to report to the landlord when any exhaust fan does not operate.
- To agree to use all reasonable care to close all windows and other openings to the premises to prevent rain and other outdoor water from penetrating the dwelling unit.
- To open multiple windows (weather permitting) at least twice a week for one hour to allow cross ventilation of the dwelling.
- To keep any fish tanks covered, if allowed under the rental agreement and/or pet addendum.
- To maintain connections and operation of the applicable heating source and to maintain temperatures within a range of 55 to 75 degrees. No non-vented kerosene or other flame-producing space heaters are to be used indoors at any time.
- To allow a minimum of six-inches of space between furniture and walls for proper air ventilation.
- To notify the landlord immediately of any circumstances involving excess moisture or water leakage such as plumbing leaks or drips, sweating pipes or toilet tanks, as well as, any overflows in the bathroom, kitchen or laundry facilities (if applicable), especially in cases where the overflow may have permeated walls, floors, carpeting or other floor coverings or cabinets. Excess water shall be immediately removed to prevent further damage.
- To notify the landlord of any mold growth on surfaces inside the dwelling unit that cannot be removed or controlled by the tenant.
- Tenant agrees to allow the landlord to enter the dwelling unit to inspect and make necessary repairs.

Tenant understands and agrees that failure to do any of the actions required by this addendum shall constitute a material non-compliance with the rental agreement affecting health and the integrity of the dwelling unit and may result in termination of tenancy.

Landlord has provided a copy of the U.S. Environmental Protection Agency document, "A Brief Guide to Mold, Moisture, and Your Home," to tenant with the lease addendum.

Tenant(s) Signature _____ Date: _____

Owner/Agent Signature _____ Date: _____

OWNER/AGENT: Nancy Stephens - Stephens Properties, LLC

ADDRESS: 917- 22nd Avenue East, Seattle WA 98112

TELEPHONE: 206 - 660 - 1049

Disclosure of information on Lead-Based Paint and Lead-Based Paint Hazards

Lead 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.

Lessor's Disclosure (initial)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessors obligations under 42 U.S.C. 4582(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.

Lessor Date

Lessor Date

Lessee Date

Lessee Date

Agent Date

Agent Date



**CRIME FREE MULTI-HOUSING PROGRAM
LEASE/RENTAL AGREEMENT ADDENDUM**



In consideration of the execution or renewal of a lease or rental of the dwelling unit identified in the lease or rental agreement, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including but not limited to drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 802}).
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the said premises.
3. Resident or members of the household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household or a guest, or another person under the residents control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in 69.41, 69.50, or 69.52 RCW, at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in and/or facilitate any criminal activity, including, but not limited to the following: prostitution as defined in RCW 9A.88; criminal street gang activity as prohibited in 9A.84 RCW, threats or harassment as prohibited in RCW 9A.46; assault as prohibited in RCW 9A.38; the unlawful discharge of firearms, as prohibited by RCW 9A.41; or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage, as defined in 9A.48.070 - 100 RCW.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE OR RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease or rental agreement. There is no "good cause" requirement in Washington for lease terminations. Unless otherwise provided by law, proof of violation shall not require criminal conviction. but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease or rental agreement, the provisions of the addendum shall govern.
8. This LEASE/RENTAL AGREEMENT ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature

Date

Resident Signature

Date

Property Manager's Signature

Date

FIRE SAFETY DISCLOSURE NOTICE

TO: _____

ADDRESS: TACOMA WA. _____

1. SMOKE DETECTOR(S) The above described unit is equipped with smoke detection device(s) as required by RCW 48.48.140(3) (Revised Code of Washington).

The smoke detection devices in the rental unit are:

- hard wired; BATTERY Back-up
 battery operated.

It is the TENANT'S RESPONSIBILITY to maintain the smoke detection devise in proper operating condition in accordance with the manufacturer's recommendations, including providing replacement batteries as required.

A fine of not more than TWO HUNDRED DOLLARS *(\$200.00) is imposed for failure to comply with these provisions of RCW 48.48.140(3) and 59.18.130(7). Failure to maintain the smoke detection unit is also grounds for termination of tenancy.

2. FIRE SPRINKLER SYSTEMS: The rental unit & building:

- is equipped with a fire sprinkler system;
 is NOT equipped with a fire sprinkler system.

3. FIRE ALARM SYSTEM: The rental unit and building:

- is equipped with a fire alarm system;
 is NOT equipped with a fire alarm system.

4. SMOKING POLICY: The rental unit and building:

- has a non-smoking policy in effect; IN HALLS
 does NOT have a non-smoking policy in effect. IN UNITS

5. EMERGENCY NOTIFICATION PLAN: The building:

- has an emergency notification plan in effect, a copy of which is attached. **
 does NOT have an emergency notification plan in effect.

6. EMERGENCY RELOCATION PLAN: The building:

- does have an emergency relocation plan in effect, a copy of which is attached. **
 does NOT have an emergency relocation plan in effect.

7. EMERGENCY EVACUATION PLAN. The building:

- Has an emergency evacuation plan in effect, a copy of which is attached. **
 does NOT have an emergency evacuation plan in effect.

(** indicates a copy is attached)

This notice and your signature is REQUIRED. By signing, you acknowledge that you have received a copy of this notice signed by both yourself (yourselves) and the landlord/agent.

Dated at: TACOMA, WA. on: _____
(City) (Date)

Tenant

Landlord/Agent

Tenant

Tenant

LETTER OF UNDERSTANDING

1. All 1st months rent are prorated.
2. Rents are due on the 1st of each month, no later than the 5th day of the month. Late charges begin on the 6th.
3. No Pets.
4. Legal notice to move is given in writing by the 10th day of the month in which you are moving.
5. Tenants who are moving must be out by the last day of month. Anyone staying beyond the last day is liable for the next months rent.
6. All cars parked in the lot must be drivable and have current tabs.
7. No working on cars in the parking lot.
8. No drugs on building property or in apartments.
9. You are responsible for your guests and their behavior.
10. Deposits are held if the tenant stays less than 9 months.
11. Smoke damaged walls from cigarettes or candles is not considered normal wear and tear.
12. In case of an eviction tenant agrees landlord will not be required to store tenants belongings.

NAME: _____

DATE: _____

**TACOMA CRIME FREE MULTI-HOUSING PROGRAM
CRIME FREE/DRUG FREE LEASE OR RENTAL ADDENDUM**

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Neither resident, nor any member of the resident's household nor a guest nor other person under the resident's control shall engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. Section 802]).
2. Neither resident, nor any member of the resident's household nor a guest nor other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Neither resident nor members of the household shall permit the dwelling unit to be used for, nor facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Neither resident, nor any member of the resident's household nor a guest, nor another person under the resident's control shall engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in 69.41, 69.50 or 69.52 RCW, at any locations, whether on or near the dwelling unit premises or otherwise.
5. Neither resident, nor any member of the resident's household, nor a guest nor another person under the resident's control shall engage in any illegal activity, including prostitution as defined in RCW 9A.88, criminal street gang activity as defined in 9A.84 RCW, threatening or intimidating as prohibited in RCW 9A.36.041, assault as prohibited in RCW 9A.36.041 including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent serious property damage, as defined in 9A.48.070 - 100 RCW.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. There is no "good cause" requirement in Washington for lease terminations. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. (Any violation of paragraphs 1 through 5 of this addendum shall be a nuisance and landlord may terminate the lease or rental agreement pursuant to RCW 59.12.030, Sub Section 5.)
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ Date: _____
Resident Signature

_____ Date: _____
Property Manager's Signature

Property Name _____



RENTAL RESEARCH INC.

Rental Application



PO Box 3691 Federal Way, WA 98063

www.researchinc.net

E-Mail research@researchinc.net

• Sea (253) 838-9545 • Tac (253) 927-1531 • 1-800-654-4936 • Fax (253) 838-9445 & 1-800-304-4010 • ©

Applicant Name _____ SS# _____ Date Birth _____

CO-Applicant _____ SS# _____ Date Birth _____

Applicant Driver Lic # _____ CO-App Driver Lic # _____

ADDRESS _____ Unit # _____ City _____ State _____ Zip _____

Home Phone _____ Monthly Rent/Pay \$ _____ Apt Complex Name _____ From _____ To _____

Cell Phone _____ E mail _____ Co-App Cell _____

Landlord or Mortgage Company _____ Day Phone _____ Night Phone _____

Landlord or Mortgage Co Cell, Fax or E-Mail _____

PREVIOUS ADDRESS _____ Unit # _____ City _____ State _____ Zip _____

Rent ___ Own ___ Apt Complex Name _____ From _____ To _____ Monthly Rent/Pay \$ _____

Landlord or Mortgage Co. _____ Day Phone _____ Night Phone _____

Landlord or Mortgage Co Cell, Fax or E-Mail _____

Cars/Trucks Make _____ Lic # _____ State _____ Color _____ Make _____ Lic # _____ State _____ Color _____

Other Vehicles (Car,Truck, Boat, Motorcycle) _____ Describe Pets _____

Name of Employer _____ Phone _____ Monthly Gross \$ _____ How Long ? _____

Job Title _____ Full Time? Yes ___ No ___ Supervisor _____

Employers' Address _____ City _____ State _____ Zip _____

CO-App Employer _____ Phone _____ Monthly Gross \$ _____ How Long ? _____

Job Title _____ Full Time ? Yes ___ No ___ Supervisor _____

Employers' Address _____ City _____ State _____ Zip _____

Personal Reference _____ Relationship _____ Phone _____

List all other persons to occupy unit _____ Why are you moving? _____

Have you ever been convicted of a Criminal Offense? Yes ___ No ___ If Yes please explain _____

Have you ever been convicted of or pleaded guilty or "no contest" to a misdemeanor or felony involving sexual misconduct (whether or not resulting in a conviction)? Yes ___ No ___

Have you ever been evicted? Yes ___ No ___

IN CASE OF EMERGENCY PLEASE NOTIFY: _____ Phone _____

CORRECT INFORMATION - Applicant/s represents that all of the above statements are true and complete. Applicant/s acknowledges that giving false information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of deposits and may constitute a criminal offense under the laws of this State. Applicant/s understands they acquire no rights in the rental unit until a Holding/Security Deposit is paid when requested by the Landlord/Manager.

Member Instructions

Account type:(circle one) Certified, PF, Limited

RRI ACCOUNT # _____ Phone _____

Contact Person _____ FAX _____

E-Mail _____ End User Name _____

Type of Report: FastBack ___ FastBack PF ___ DataBack ___

DataBack Plus ___ WriteBack ___ WriteBack PF ___ QuarterBack ___

QuarterBack PF ___ FullBack ___ FullBack PF ___ FullBack Plus ___

FullBack Plus PF ___ Credit File on Co-Applicant? Yes ___

Criminal Search on Applicant? Yes ___

Criminal Search on CO-Applicant? Yes ___ Credit Score Yes ___

***Prices Subject to Change without Notice app. ltr 4 5/08

Notice to Applicant/s....You are being charged a **NON-REFUNDABLE FEE** for screening your application. Screening may include calling your employer/s, references, current and former Landlords, financial institutions, a credit report, checking Public Records, and verifying information on the application. If you are denied tenancy based on information reported you have the right to dispute it by contacting Rental Research Inc. By signing this application you authorize the screening process and acknowledge a copy of this notice.

Signature: _____ Date _____

Co-Signature: _____ Date _____

Address of rental unit being applied for:

RULES AND REGULATIONS

COOPERATION - The Rules and Regulations herein set forth have been prescribed in a sincere and friendly effort, to promote your comfort and security. Your cooperation will be appreciated.

1. **HOUSEHOLD PETS** - No dogs, cats or other animals will be permitted.
2. **NOISE** - Tenants, family and guests shall have due regard for the peace, comfort and enjoyment of other tenants. Musical instruments, radios, television sets, record players, etc., shall be played only during reasonable hours and at reasonable volume.
3. **WINDOWS & BALCONY** - Dustmops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the public areas or any window, door, deck or landing. Exterior window sills and ledges shall not be used for storage of bottles, food, etc.
4. **ALTERATIONS** - No changes in any fixture or wiring or alteration to apartment, including entry door lock, will be permitted without written permission by management. No credit will be given for repairs, painting, etc. made by tenant. Approval must be obtained prior to hanging any heavy object on the walls or ceiling. Use only picture hooks to hang pictures, mirrors, and decorative items on the walls.
5. **WATER** - shall not be left running in the kitchen, bathroom, laundry or elsewhere. Immediately report all plumbing defects to the manager. Tenants will be required to pay for damage and plugging to plumbing due to their neglect.
6. **GARBAGE** - All garbage, papers, boxes or refuse are to be deposited in garbage containers that are provided and are located near each apartment building. All wet garbage must be wrapped and the lids replaced when the garbage has been placed in the container. No one is permitted in or around the garbage dumpsters.
7. **BICYCLES** - All wheeled apparatus including bicycles, tricycles, baby carriages and motorcycles will not be ridden across or parked on the sidewalks, grass or planted areas. These items shall not be stored in halls, walkways, stairways, laundry rooms, elevators, porches or other public areas, except as specified by management.
8. **LANDSCAPE** - The tenant shall not alter, disturb or interfere in any way with the ground treatment without the consent of management.
9. **PLAY AREAS** - The parents are to provide proper supervision of all play areas and recreation rooms while they are using them. Tenants are responsible for the actions of their children, guests, and themselves and agree to reimburse owner for any vandalism, damages or injuries caused by these parties. No one shall play or run in public halls, stairways, elevators, sidewalks, garage or parking areas.
10. **LAUNDRY ROOMS** - These rooms are provided for the tenants' convenience. All equipment is coin operated and is used by the tenants with the understanding that management does not assume responsibility for failure of this equipment to perform properly or for damage to clothes as a result of its use. The laundry room is open between the hours of 8 am and 10 pm. Management is not responsible for any clothing or articles stolen or left in the room.
11. **PARKING AREAS** - No automobiles, trailers, boats, motorcycles, campers, or other motorized vehicles shall be stored or repaired on the premises without written permission of management. All inoperative motorized vehicles will be removed from the premises at the tenants' expense upon 24 hours posted notice by management on the vehicle. The maximum speed control within the project will be ten (10) mph unless otherwise posted.
12. **KEYS** - Tenant agrees to pay five dollars (\$5.00) for each key lost during residency or not returned at time of vacation. \$25.00 to change locks.
13. **STORAGE** - No storage of personal belongings or furnishings will be permitted on decks, porches or public areas.
14. **FOUL LANGUAGE** - All tenants including children and guests will refrain from using foul language while on the premises.
15. **COMPLAINTS** - All complaints, requests, and maintenance defects shall be made in writing directly to management.
16. **SUBLETTING** - Any guests remaining longer than five (5) days, will no longer be considered guests and will be ordered to vacate said premises.

Management is not responsible for fire, theft or damage to personal effects, etc., in apartment, laundry, storage lockers, garage or any portion of the building. For your security, keep your apartment door locked at all times.

No paints, oils, gasoline or any inflammable materials will be permitted in the apartments or storage areas.

These Rules may be amended or added to at any time, upon thirty day's notice at the discretion of management. Any infraction or violation hereof can lead to an immediate notice to comply or vacate the premises. Your cooperation is appreciated.

TENANT Signature _____

Date _____

RESIDENTIAL RENTAL AGREEMENT

The **LANDLORD:** Nancy Stephens of Stephens Properties LLC, rents on the following terms to
The **TENANT(S):** _____
The **PROPERTY at:** Tacoma, Washington 98405 Pierce County

1. **RENT / RENT DEPOSIT** – The rent is \$ _____ per month, payable in advance on or before the 1st day of each month. Rent shall be paid to LANDLORD or AGENT at the address shown.

2. **TERM / SUBLETTING** – This agreement is for periodic tenancy **Month-to-month basis** beginning on the _____ day of _____, 20____. TENANT shall not sublet or assign this rental or any portion of the property.

3. **SECURITY DEPOSIT / CLEANING FEE** – The tenant shall deposit with LANDLORD the sum of \$ _____ as security for the performance of TENANT'S obligations pursuant to this agreement and the Washington State Landlord Tenant Act, RCW 59. 18. 130, including but not limited to : a) Payment of rent and utilities; b) Return of the premises clean and free from damage, except for reasonable wear and tear; c) Termination without proper notice; d) Abandonment; e) Return of keys after vacation; f) Minimum occupancy of _____ Months. LANDLORD shall immediately place and keep said deposit in a trust account located in Tacoma, Washington. LANDLORD will give written notice of any change in said depository. \$150.00 of the deposit will be nonrefundable for cleaning.

A written check list entitled **Move-in / Move-Out Addendum** (a part of this agreement by reference) shall be signed and dated by LANDLORD and TENANT upon TENANT taking occupancy of the premises. The check list shall specifically describe the condition of the premises and a copy of the check list shall be given to TENANT. With in 14 days from termination of tenancy and vacation of the premises, LANDLORD will give TENANT a full and specific statement of the basis for retaining any of the deposit and refund the balance to TENANT. If the deposit is insufficient to reimburse LANDLORD, TENANT agrees to pay any deficiency on demand.

4. **USE / OCCUPANCY** – The property is rented as a residence and shall be used for no other purpose. A total of _____ adults, _____ children, and no pets shall occupy the premises. TENANT shall obtain permission from LANDLORD for any changes in occupancy.

5. **UTILITIES** – TENANT shall pay for utilities and service to the premises when due. Water, Sewer and Garbage are paid by Landlord.

6. **PREMISES** – TENANT shall at all times keep said premises, including any yard and lawn, in a neat, clean and sanitary condition, and upon termination of tenancy, will leave premises in the same condition as it is now, except for reasonable wear and tear. TENANT shall not make any alterations or improvements to the premises without LANDLORD'S written approval. LANDLORD shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.

7. **ACCESS** – LANDLORD reserves the right to access the premises for purposes of inspection, repairs, alterations or improvements, supplying services, or to show the premises to prospective purchasers, tenants, workmen or contractors. Except in the case of emergency or abandonment, access shall be at reasonable times. Prior notice of 48 hours shall be given except for showing to prospective purchasers or tenants, in which case prior notice of 24 hours shall be given.

8. **NOTICE PRIOR TO VACATING** – Either Party may terminate this agreement without reason upon written notice received by the other at least 20 days prior to the end of rental period. If any such notice of termination is not received at least 20 days in advance, it shall not be effective until the following month.

9. **LATE RENT CHARGE / NSF CHECK** – If any rent is not paid on or before the due date, TENANT agrees to pay a penalty of \$5.00 for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of the rental payment due. TENANT agrees to pay \$25.00 for each NSF check given by TENANT to LANDLORD to cover added costs. LANDLORD shall have no obligation to redeposit any check returned NSF. LANDLORD shall notify TENANT of late rent and NSF check charges and the same must be paid within 3 days or TENANT must vacate the premises.

10. **LIABILITY** – TENANT acknowledges that the insurance carried by LANDLORD does not in anyway benefit TENANT. TENANT is advised to purchase separate Renters insurance to cover all personal belonging in the event of a loss. **Neither LANDLORD nor LANDLORD'S AGENT shall be liable for any loss or damage to TENANT'S property, all of which shall be kept on the Premises at TENANT'S risk.**

11. **ATTORNEY'S FEES** – Tenant agrees that if s/he violates any of the terms of this agreement and it is necessary to bring proceedings to evict Tenant, Tenant agrees to pay all reasonable costs, expenses and attorney fees incurred and allowed by law.

12. **MODIFICATION / WAIVER** – No modification of this agreement or waiver of any of the terms of this agreement shall be valid unless in writing and executed by the parties hereto. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

In Witness Whereof the undersigned Tenant certify s/he have legal capacity to enter into this enforceable contract and that s/he have read same and fully agree to the above terms and conditions.

LANDLORD

TENANT

BY AGENT

TENANT

APARTMENT INSPECTION REPORT

BUILDING NAME _____

TENANT NAME _____

ADDRESS _____ APT. NO. _____

I have inspected the above apartment prior to occupancy and accept it with the conditions noted.

I understand further that upon vacating the above unit, any charges will be assessed for cleaning required. Repair and replacement costs resulting from tenant negligence will also be added.

I certify I have inspected the smoke alarm located in the above noted unit and found it to be in perfect working condition. Tenant initial _____

MOVE IN: _____
TENANT (Signature) _____ Date _____

MOVE OUT: _____
TENANT (Signature) _____ Date _____

MOVE IN: _____
MANAGER or Assistant Mngr. _____ Date _____

MOVE OUT: _____
MANAGER or Assistant Mngr. _____ Date _____

FOR MANAGER'S USE ONLY

Tenant Notice to Vacate Legal _____ Illegal _____

Length of Occupancy from: ____/____/____ to: ____/____/____

Amount of Security Deposit \$ _____

Rent Refund (if any)

Dates from _____ to _____ \$ _____

TOTAL CREDITS \$ _____

Forfeit Deposit, if applicable \$ _____

Cleaning & Replacement Charges \$ _____

Keys Replaced \$ _____

Lock Changed Door _____ Mailbox _____ \$ _____

Rent Due (if Any)

Dates from _____ to _____ \$ _____

TOTAL CHARGES \$ _____

total credits less total charges

BALANCE DUE FROM TENANT \$ _____

AMOUNT OF TENANT REFUND \$ _____

Forwarding Address:

Approved by: _____
date _____

MOVE-IN

MOVE-OUT

Kitchen:

- Walls/Ceiling _____
- Floor/Exh. Fan _____
- Cabinets/Counters _____
- Appliances/Drains _____

Living Room:

- Walls/Ceiling _____
- Floor/Carpet _____
- Windows/Drapes _____

Bedrooms:

- Walls/Ceiling _____
- Floor/Carpet _____
- Windows/Drapes _____

Bath:

- Walls/Ceiling _____
- Floor/Windows _____
- Fixtures _____
- Other _____

Other:

Landlord / Agent and Tenant have tested the SMOKE DETECTION DEVICE and found it to be operational
 Landlord / Agent and Tenant have inspected the WATER HEATER and found it to be set at 120 degrees Fahrenheit

Dated: _____, 19____, _____
 LANDLORD _____ TENANT(S) _____