

# 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 1<sup>st</sup> 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