



GENERAL INFORMATION ON PROPERTY

Owner: SAMPLE LEASE

FOR INFORMATION OR ASSISTANCE CALL THE FOLLOWING:

Property Managers: Nash Alarcon, Randy Schell and Kim Tarr

Office: (253) 537-6500

Office Fax: (253) 537-6505

NRB Property Management, LLC is available Monday thru Friday. Weekends by appointment ONLY. If no answer, please leave a message and we will get back with you as soon as possible.

To report a maintenance emergency call 253.537.6500 at any time.

NON-EMERGENCY PROBLEMS: Please sign in to our website at (https://nrbproperty.appfolio.com/connect/users/sign_in) and submit your repair request on the maintenance request form. **LEAVE NOTHING BLANK.** If you do not have internet access it will be necessary for you to bring your written request into the office or mail it to the PO Box below. Make sure that a description of your problem along with your name, address, telephone number, and the best time to call are on your request. If no one is home during the day we will need your permission to enter with a key.

RENTAL PAYMENTS ARE PAYABLE TO:

**NRB Property Management
Mail to: NRB Property Management, LLC
P.O. Box 624
Spanaway, WA 98387**

UTILITIES:

Utility Information Here



12345 N. Street, Tacoma, WA, 98444

RESIDENTIAL RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM Tenant 1 and Tenant 2 hereinafter referred to as Tenant, the sum of \$X,XXXX evidenced Chk# _____ as a deposit which, upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

RECEIVED:	<u>DEPOSIT</u>
Non Refundable Pet Fee	\$XXXX
<u>Security Deposit Paid Paid</u>	<u>(\$XXXXX)</u>
Total amount due	\$XXXX

Appfolio Liability Insurance is to be charged on the day of the lease signing if proof of Renter's Insurance is not submitted. Monthly fee of \$9.50 per Adult – this fee cannot be prorated. (This insurance is for liability only and does not cover personal property).

TENANT TO INITIAL _____

1. **SCOPE OF AGREEMENT:** Tenant hereby offers to rent from the Owner the premises situated in the City of Tacoma, County of Pierce County, and State of Washington described as a property consisting of **18 Bedrooms, 15 Bathrooms, 8 Car Garage** upon the following terms and conditions.

2. **TERM:** The premises are rented for a term of 11 Months 02 Days to commencing on **July 26, XXXX** and terminating on **June 30, XXXX**.

3. **RENT:** Note that the lease is a legal and binding contract and the full payment of the lease is required to satisfy the contract. The full amount due for the term of this lease shall be \$50,000.00 payable in monthly installments of \$2500.00 (Pro-rated rent of and Pro-rated sewer XX). If tenant occupies the residence for any single day in a calendar month, tenant agrees to pay that entire months' rent

4. **PAYMENTS:**

- a). Rent is due by the **FIRST DAY** of each month as specified on page two (2). Rent will be deemed **LATE** and subject to a late charge of 10% of the rent amount if received after 5 PM on the 3rd of the month. If payment is not made in full before the 11th of the month the late fee increases to 15%.
- b). Tenant further agrees to pay \$35.00 for each dishonored bank check. After the second time a check is returned, only certified funds will be accepted for any purpose. Resident understands that if a check is returned after the late charge date the rent is considered late and the above noted charges apply. Upon receipt of two (2) NSF checks, tenant will be required to pay by money order or cashier's check from that time forward.
- c). If the third (3rd) of the calendar month falls on Saturday or Sunday, rent will be deemed late if received in our office after 5 PM on the next business day.
- d). Payments received when there are arrearages: Rent shall be credited first to any outstanding balance, and then applied to the current amount due.
- e). If Tenant fails to pay rent, the Landlord will issue a Notice to Vacate. The Tenant will be charged \$96.00 for the preparation and posting of this, or any other legal notice, which must be paid by the deadline for compliance as detailed on the notice. This fee is in addition to the Late Fee and applies to any lawfully issued and posted notice pursuant to **RCW 59.12 ET.SEO or RCW 59.18 ET.SEO;** *

5. **TERMINATION OF TENANCIES:** Resident shall occupy the premises for 11 + calendar months or longer. If tenant vacates the premises prior to the expiration of the lease hereof and/or without notice as required by paragraph 45, the tenant will forfeit the security deposit, pay a **\$500.00 lease break fee** and will be charged the monthly rent until the premises is re-rented to another qualified applicant. **RCW 59.18.310.**



6. HOLDING OVER: Any holding over after expiration of this lease and with the consent of Owner shall be construed as a month-to-month tenancy in accordance with the terms, hereof, as applicable, until either party terminates the same by giving the other party twenty (20) days written notice to vacate or until a lease extension is signed. There will be an automatic \$100.00 per month increase in rent for going month to month, this remains in effect until a new lease is signed or tenant vacates.

7. MULTIPLE OCCUPANCY: Only persons specified on the lease may occupy the premises. Any other person will be an unauthorized tenant and the lessees will be subject to Termination of Tenancy, forfeiture of Security Deposit, a lease break fee of \$500.00 and payment of rent and utilities until an NRB qualified replacement Tenant is placed or the actual date of lease expiration, whichever occurs first.

8. UTILITIES: Tenant shall be responsible for payment of all utilities and services to the dwelling with the following exceptions: **None.** Tenant shall sign on and pay for service and utilities supplied to the premises and bring verification of same to NRB within two (2) business days of lease signing. Failure to do so will result in tenant being in breach of contract and a fee of \$50.00 per day will be assessed. In the event tenant breaks the lease they will remain liable for said utilities until a replacement tenant is found or the actual date of lease expiration whichever occurs first.

9. USE: The Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Tenant shall agree to conform to municipal, county, and state codes, statutes, ordinances, and regulations concerning the use and occupation of said premises. Landlord/Agent for Owner 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 the premises. Growth of Marijuana plants is restricted to medical patients with permits only and limited to the individual's legal number only, and by written permission of NRB Property Management.

10. HOUSE RULES: In the event that the premises are a located in a multifamily (more than one unit) setting, Tenant agrees to abide by any and all rules with respect to noise, odors, disposal of refuse, pet, parking, and use of common areas. Tenant also agrees to comply with all HOA (home owner's association) rules and regulations, if applicable.

11. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner. Roommates may be added only with Owner/Agent approval on a case by case basis. Prospective tenants must meet the same criteria as any other applicant. There is a \$75.00 administrative fee payable upon acceptance. The Security Deposit remains with the premises until ALL tenants vacate.

12. ROOMMATE REFUNDS: In the event one of the occupant's **moves out, that tenant will remain on the lease until all remaining parties sign an agreement to release the exiting party from all responsibility.** It is up to the discretion of the remaining household members to reimburse exiting tenants their portion of said deposit.

13. GUESTS: Tenants are allowed to have guests stay with them not longer than two (2) weeks without prior written consent of Landlord and are responsible for their guests and any damages that may be incurred by their guests. Any additions or changes to the lease agreement will result in a \$75.00 administration fee payable by the tenant to NRB Property Management, LLC.



14. MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant shall, at his own expense, and at all times, maintain the premises in a clean, safe and sanitary manner. This includes all furnace filters, refrigerator filters and light bulbs therein and shall surrender the home at termination thereof, in as good of condition as received, normal wear and tear accepted. Tenant shall not paint, paper, or otherwise redecorate or make alterations in the premises without the prior written consent of the Owner. Tenant is to keep the sidewalk surrounding the premises free and clear of all obstructions; to replace in a neat and workmanlike manner all glass and any doors broken during occupancy thereof, to use precaution against freezing pipes, both water and waste, and any stoppage of same in and about said premises and that in case the water or waste pipes are frozen or become clogged due to tenant neglect, the tenant will repair the same as well as all damage caused thereby at their own expense. . Owner will provide major pruning/trimming of landscaping, provide fertilizer treatments, and maintain existing sprinkler systems **ONLY** where applicable and as deemed necessary by NRB Property Management. Should Tenant(s) fail to keep yard up to HOA/NRB standards, Tenant will be issued a Ten Day Notice to Comply. Should tenant(s) fail to rectify the problem within this time period a professional landscaper will be hired to perform the necessary work. The bill for these services will be charged to the Tenant(s) and payment will be required prior to the first day of the following month.

Please Note: Disposable, biodegradable, or flushable wipes of any kind are not to be flushed into the system. Regardless of manufactures statements, they have been found to cause stoppage of both sewer and septic lines.

15. TENANT'S OBLIGATIONS ARE:

- (A) To keep premises in a clean and sanitary condition.
- (B) To assume all costs of extermination and fumigation for infestations 30 (thirty) days after lease signing.
- (C) To properly dispose of garbage, rubbish and general waste at reasonable and regular intervals.
- (D) To properly use and operate all electrical, gas, heating, plumbing fixtures and appliances.
- (E) To not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of the family, invitees, licenses, or other person acting under his/her control to do so.
- (F) Not to permit a nuisance or common waste.
- (G) Not to permit non-operational vehicles on the premises unless in a garage.
- (H) Maintenance requests are required to be in writing, emergencies notwithstanding. Please contact owner/landlord for any maintenance issues. Please sign in to your Appfolio Tenant Portal https://nrbproperty.appfolio.com/connect/users/sign_in (see page one) and use the Tenant Repair Request form. This provides the fastest service possible. Verbal requests are for emergencies only. Any requested repair(s) found to be caused by the tenant(s) and/or tenants guests will be charged back to the tenant. Failure to pay for these charges could result in default of your lease.



NRB Property Management, LLC has ultimate authority to determine fault once pertinent information is presented. Tenants are advised that many service providers (vendors) charge a "Trip Fee" of \$50.00 or more if you fail to be present or make arrangements for entry once the appointment time is agreed upon. This is your responsibility and the vendor will charge you directly.

(I) Pursuant to "H" above tenant is aware that oldest charges are paid first. It is possible that your rent may not be paid in full if there are other outstanding charges. Failure to pay these charges can result in additional late fees and/or a default on your lease.

(J) NRB Property Management, LLC requires all Tenants to have renters insurance covering fire and water damage as well as general liability with a minimum of \$100,000.00. If policy is not in place at time of lease signing tenant agrees to apply for coverage on the NRB website and pay the cost (\$9.50) with rent each month. Additionally, if pets are present, any and all potential damage must be covered by your Renter's Insurance policy and proof of same submitted at time of lease signing.

(K) To have the chimney (if there is a wood burning fireplace) inspected and cleaned (if recommended by the inspector) yearly at their cost. A service receipt must be provided to the office before the lease can be renewed and at time of move out.

(L) Tenant(s) agree that no trampoline is to be used on the property without the prior written consent of NRB Property Management, LLC.

(M) Tenant(s) agrees that there will be NO SMOKING anywhere in the premises, including the garage. Further, tenant acknowledges that if it determined by NRB Property Management, LLC that they (the tenant(s) have smoked inside and damage has been caused, the tenant(s) will be subject to a fine of \$5,000.00 in addition to other actual damage charges determined at move out.

(N) No pets, other than those approved and named on the Pet Addendum are allowed at the residence. If additional animals are found to be in the dwelling the tenant(s) will be in breach of contract and subject to a fine of \$2,000.00 per animal, \$100.00 penalty per day beginning date of lease signing and/or termination of tenancy. If the Owner agrees to the added pet, a new Pet Addendum must be executed and an additional minimum nonrefundable \$250.00 per animal will apply. If the county or city require, pet must be licensed.

TENANT TO INITIAL _____

(O) Lock Out Fees apply as follows:
a. During business hours \$75.00 or,
b. After business hours \$100.00.

c. **TENANT TO INITIAL** _____

(P) Tenant has an obligation to adhere to "good neighbor practices" regarding noise or other disturbances. Should owner/landlord receive three or more noise/nuisance complaints you understand and accept that you will be required to vacate the premises within thirty (30) days.

TENANT TO INITIAL _____

(Q) Tenant is to immediately notify landlord in writing of any personal injury, property damage, or any claim for personal injury or property damage. Tenant(s) further agrees to immediately notify landlord/agent for owner of any damage, malfunction or repair regardless of cause or amount, to or in the premises or any of its contents or surrounds.

16. LANDLORD/AGENT FOR OWNER OBLIGATIONS:

Landlord/Agent for Owner shall:

a) Immediately notify tenant, by certified notice or posting, of any changes as to the person or address of the Landlord/Agent for Owner.



b) Maintain all structural components in good order.

c) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and for thirty (30 days thereafter), provided that the Landlord/Agent shall not be held responsible where infestation is deemed by the service provider to be Tenant caused.

d) Maintain all electrical, plumbing, heating, and other facilities and appliances supplied by Landlord/Agent in reasonably good working order.

e) Keep common areas reasonably clean and safe from defects that could increase the hazards of fire or accident.

17. ENTRY AND INSPECTION: An interior inspection will be scheduled for approximately ninety (90) days after lease signing and annually thereafter. Tenant is aware that it may be necessary to take photos at this time and consents to same. The landlord shall not abuse the right of access or use it to harass the tenant. Except in the case of an emergency or if it is impracticable to do so, the landlord shall give the tenant at least two days' notice of his or her intent to enter and shall enter only at reasonable times. The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit at a specified time where the landlord has given at least one day's notice of intent to enter to exhibit the dwelling unit to prospective or actual purchasers or tenants. A landlord shall not unreasonably interfere with a tenant's enjoyment of the rented dwelling unit by excessively showing it. **RCW 59.18.150 2010 c 148 § 3; 2002 c 263 § 1. Prior: 1989 c 342 § 7; 1989 c 12 § 18; 1973 1st ex.s. c 207 § 15**

18. INVENTORY: Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both the Tenant and Owner concurrently with this Lease and shall be part of this Lease. Please reference, also, any yard maintenance agreement that may be a part of this lease.

19. INSURANCE/REPAIRS: Tenants are required by NRB Property Management, LLC to obtain liability insurance to protect themselves from the cost of repairs as a result of accident or neglect. The coverage should include vandalism, pests, accident, storm, cold or heat, mold, flood, water and electrical damages, at a minimum. The Owners Insurance policy does NOT cover a tenant's personal possessions. Tenant may wish to purchase personal property coverage as well. (Owner/Agent NOT responsible for damaged tenant property under ANY circumstances.) Owner/Agent will promptly respond to tenant requested repairs, but will not be monetarily responsible for: (1) tenant disruptions or inconveniences during habitable periods of repair, drying, scheduling or bidding of same; (2) tenant/guest injuries incurred in or around obvious areas of maintenance, repair, or construction; nor (3) housing or other costs incurred by tenant during good-faith periods of owner repairs or other activity. If the premises are damaged by fire or from any other cause as to render them un-rentable as deemed by NRB Property Management, either party shall have the right to terminate this lease as of the date on which such damage occurs, through written notice to the other party. Notice to be given within fifteen (15) days after the occurrence of such damage. If the damage or destruction occurs as a result of abuse or negligence of the Tenant, or its invitees, then Owner shall promptly repair the damage and be ready for Tenant's occupancy. (Owner will bill tenant for all damages to restore unit.) The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

20. DESTRUCTION OF PREMISES: If the premises is substantially destroyed or otherwise rendered uninhabited by a third party's action or by an act of God, either party may terminate this lease immediately, in which case rent shall be prorated and deposits returned in accordance with the agreement.



21. 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 part thereof, or unlawful act of Owner, His agents or his employees, Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which owner is legally responsible.

22. POSSESSION: If owner is unable to deliver possession of the premises at the commencement thereof, Owner shall not be liable for any damage caused thereby. Tenant may terminate this agreement if possession is not delivered within 5 days of the commencement of the term hereof.

23. HAZARDOUS SUBSTANCES: The term “hazardous substances”, as used in this agreement, shall mean pollutants, contaminates, toxic or hazardous waste, reactive substances, that could explode, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any “environmental law”, which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (a) no activity will be conducted on the premises that will produce that will produce any hazardous substance, (b) the premises will not be used in any manner for the storage of hazardous substance; (c) Tenant will not permit any hazardous substances to be brought onto the premises, and if so brought or found located thereon, the same shall be immediately removed, with proper, legal disposal, and Tenant shall diligently follow all required cleanup procedures pursuant to environmental laws. If at any time during or after the term of this agreement, the premises are found to be so contaminated or subject to said conditions, Tenant agrees to indemnify and hold Owner/Agent harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result if the use of the premises by the Tenant. The foregoing indemnification shall survive the termination or expiration of this agreement.

24. DEFAULT: If Tenant fails to pay rent when due, or perform any term hereof, unless written notice of such default has been given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant herein. The Tenant may, within said time, cure such default. If Tenant fails to perform any other lease term herein after a ten day written notice, Tenant shall be in 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 property of no value and consents to having said property discarded. All property on the premises is hereby subject to a lien in favor of Owner of the payment of all sums due herein, to the maximum extent allowed by law. In the event of default by Tenant, Owner may elect to : (a) continue the lease in effect and enforce all his rights and remedies herein, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant’s rights herein and recover from Tenant all damages he may incur by reason of breach of the lease, 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 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 reasonably avoided.

25. HOT WATER TANK TEMPERATURE: The tenant(s) acknowledge they have inspected the premises, at the address below, and find the hot-water tank located therein is set at the recommended 120 degrees (or the minimum setting if the dial won’t go that low) at the time of occupancy.



26. SEPTIC TANK CONDITIONS AND RULES: *See Septic Addendum if applicable.* Tenant shall not install a garbage disposal and shall follow all guidelines as established in the Septic Addendum. Tenants may be required to pay for any attributable repairs should they occur due to tenant neglect or misuse as deemed by NRB Property Management, LLC as final authority.

27. CHANGES TO AGREEMENT: Tenant agrees that landlord may upon thirty (30) days written notice, make changes or additions, if deemed necessary, to the rules and regulations stated herein. All other provisions of the agreement shall remain in full force and effect regardless of any changes in rules, regulations or monthly rent.

28. GOVERNMENTAL REGULATIONS: Tenant shall comply with all obligations imposed upon tenant by applicable provisions of all municipal, county, and state codes, statues, ordinances, and regulations,

29. ATTORNEY'S FEES: Tenant agrees to pay all costs, expenses and reasonable attorney's fees, as allowed by law, expended or incurred by landlord by reason of any default or breach by tenant of any of the items of this agreement.

30. NO WAIVER: Nothing in this agreement shall be deemed to waive or limit landlords or tenant's rights, obligations, or remedies under the Washington Residential Landlord-Tenant Act RCW 59.18

31. CONDUCT: Tenant shall be responsible for the conduct of children, guests and visitors, and agrees to cooperate with the landlord in enforcement of the rules of conduct set forth in this agreement.

32. CHANGES TO PREMISES: No connections (wire, cable, or satellite) for radio, telephone, computer or television are hereby allowed to alter parts of the building without written permission of the landlord. In general, satellite dishes are allowed only if pole mounted. In all cases prior permission MUST be obtained!

33. DEFECTS: All defects or potential defects shall be reported to property manager including but not limited to appliances, components, fixtures or any property which may affect the condition of the premises. See cover page for instructions on ordering repairs.

34. INTERIOR WINDOWSILLS: Interior windowsills and ledges shall not be used for storage of bottles, food, etc. Damages will be assessed against tenant if damages are found upon move out.

35. HANGING OF DECORATIVE ITEMS: Only properly supporting picture hangers should be used. **DO NOT DRILL HOLES IN WALLS OR CEILINGS.** If anything larger than a pencil lead is used the hole(s) must be repaired to a professional standard.

36. PAINTING: No painting, staining or papering shall be done without the written permission of the landlord.



37. VEHICLE STORAGE AND REPAIR: All automobiles and motorcycles are to be parked in respective driveways and not on the road or cul-de-sac. No automobiles, trailers, boats, motorcycles or campers shall be stored or repaired on the premises without written permission of the landlord. Landlord shall have the right to remove any vehicles from the premises which are deemed by landlord to be unsightly or constitute a hazard or nuisance. A Three (3) Day notice will be posted to alert the tenant of the Landlords intentions. The removal shall be done at the expense of the tenant and/ or owner of the vehicle.

38. PLUMBING FIXTURES AND SUPPLY LINES: Any repairs deemed by a repairman/contractor to be caused by tenant neglect or misuse will be charged to the tenant and immediate payment will be required. NRB Property Management, LLC will have final authority on fault.

39. SMOKING: No smoking of any kind is allowed inside the premises. See paragraph 15 subsection M

40. CARPET CLEANING: Tenant agrees to have carpets professionally cleaned (and deodorized if pets have been present) at move out and receipt submitted to NRB Property Management for approval.

41. MOLD/LEAD PAINT: A copy of the State-approved mold information hand-out is provided, per RCW 59.18.060(12). For pre-1978 housing, a Federally-approved pamphlet on lead poison prevention is also provided. **BEWARE:** Touching, breathing, or eating lead paint chips/construction dust can be hazardous to people. PLEASE REFER TO THE INCLUDED MOLD AND LEAD ADDENDUMS. Your signature is required.

42. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit with NRB Property Management, LLC, a security deposit in the amount of, (\$XXXXXX), as security for the performance of Tenant's obligations under this Lease. Landlord may apply all or portions of said deposit to pay for any damages, repairs, or other unfulfilled obligations of Tenant at move out. Any balance remaining shall be returned to Tenant. Landlord is not limited to the Security Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Security Deposit, as permitted by law and outlined in Section 24 of this agreement. Owner/Agent for Owner will hold security deposit at Bank of America.

43. VACATE NOTICE: Twenty (20) days written Notice to Vacate is required and must be submitted to NRB Property Management, LLC before the expiration of this lease. Tenant CANNOT terminate this lease before end of lease term without penalty except under the terms of paragraph 45 below.

44. RETURN OF SECURITY DEPOSIT:

a.) The Move-Out Inspection will NOT be scheduled until all keys are returned to Owner/Agent for Owner. The inspection will be conducted *after* you have completed vacating and cleaning the property. All receipts for carpet cleaning and deodorization and pest treatment (if pet present) and utility closing payments as well as receipts for heating fuel and fireplace inspection (if applicable) must accompany keys upon their return. Rent will be charged on a per-diem basis until all receipts and keys have been received by NRB Property Management, LLC.



b) If it is necessary for NRB to coordinate services/work and/or to pay from your Security Deposit for any services totally more than \$100.00 at move out, there will be a \$50.00 Administration Fee assessed to the tenant(s).

TENANT TO INITIAL _____

It is suggested that exiting tenants do as much as possible prior to turning in their keys to avoid these charges.

c) If the tenant does not return all property keys the entire cost of rekeying or changing the locks will be deducted from Tenants Security Deposit. If the deposit is insufficient to reimburse Owner for damages and cleaning, Tenant agrees to pay any deficiencies on demand. If property was abandoned, or there is a violation of the lease, the security deposit will be forfeited and a Break Lease Fee of \$500.00 will be charged in accordance with Paragraph 5.

d) In all instances other than Abandonment, the date of the return of all keys and receipts as detailed in paragraph 44 section b above determine the date of move out.

e) NRB Property Management, LLC will supply Tenant with a full statement of expenses (and/or estimates) incurred at move out for damages, utility bills outstanding and any other Tenant related bills. This "Dispensation of Security Deposit" letter will be issued to tenant within TWENTY ONE (21) days of termination of tenancy and vacating of premises (or abandonment of premises has been established). If it's necessary to make estimates of charges the tenant will receive that information and NRB will move as quickly as possible to return any remaining funds per RCW[2010 c 8 § 19027; 1989 c 342 § 9; 1983 c 264 § 7; 1973 1st ex.s. c 207 § 28.]

45. MILITARY CLAUSE FOR MEMBERS OF THE ARMED FORCES: If the tenant receives official orders to a new duty station, the tenant may terminate this lease as of the date the tenant must leave this present duty station. However, unless orders do not allow the military member to give proper notice said tenant is required to give the standard Twenty Day notice as required under Washington State Landlord Tenant Law. Tenant agrees to provide written notification of such orders (copy of PCS orders) to Landlord/Agent for Owner immediately upon receiving said orders. This provision does not apply to an Order which reassigns the Military Personnel to a new unit, while remaining on the same Military Base, Orders assigning Tenant to Post Housing or Orders for End of Tour of Service.

46. 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 right to enforce any term hereof.

48. ADDITIONAL TERMS: Addenda and Attachments listed below are made a part of this agreement by reference.

- | | | | |
|------------------------------|-------|--------------------------------|-------|
| A. Law of Real Estate Agency | [X] | H. Lead-Based Paint Pamphlet | [] |
| B. Move-In Condition Report | [X] | I. Tenant Guide | [X] |
| C. Security Deposit Receipt | [X] | J. Smoke Detector Addendum | [X] |
| D. Pet Addendum | [] | K. Yard Maintenance Addendum | [X] |
| E. Move-In Key Receipt | [X] | L. Renter's Insurance Addendum | [X] |
| F. Septic Addendum | [] | M. Painting Addendum | [X] |
| G. "Got Mold" | [X] | | |



49. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS:

Tenant acknowledges that there are operating smoke detectors and carbon monoxide detectors as required by law in the residence at move in. It is the Tenant's obligation to maintain these devices.

TENANT TO INITIAL _____

50. TIME: Time is of the essence.

51. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by written agreement signed by both parties.



LAW OF REAL ESTATE AGENCY ADDENDUM [A]

“GOT MOLD” ADDENDUM [G]

Reference Rental Agreement for:
Tenant 1 and Tenant 2

Rental Address:
12345 N. Street
Tacoma, WA 98444

I/We, Tenant 1 and Tenant 2 acknowledge having received the pamphlets for The Washington Law of Real Estate Agency and “Got Mold”.

Tenant 1 **Date**

Tenant 2 **Date**

Property Manager Date
NRB Property Management, LLC

B – provided in a pamphlet or as an additional document/addendum



SMOKE DETECTOR AGREEMENT
(Single Family Homes)

[J]

TO: Tenant 1 and Tenant 2
Address: 12345 N. Street
Tacoma, WA 98444

The above described unit is equipped with a smoke detection device as required by **RCW 48.48.140(3) (Revised Code of Washington)**

The smoke detection devices in the rental unit are:

- Hard wire
- 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.

This notice and your signature are **REQUIRED**. By signing you acknowledge that you have received a copy of this notice signed by the landlord/agent.

Tenant 1 **Date**

Tenant 2 **Date**

NRB Property Management, LLC **Date**



YARD MAINTENANCE AGREEMENT [K]

I/We, Tenant 1 and Tenant 2, the tenants of, 12345 N. Street Tacoma, WA 98444 do hereby agree to maintain the yard in the following manner:

Spring: 1. Mow and trim lawn when necessary.
2. Keep the flowerbeds from being overrun with weeds.

Summer: 1. Water yard during summer months unless prohibited by county mandated.
2. Mow and trim lawn as necessary.
3. Keep the flowerbeds from being overrun with weeds.

Fall: 1. Rake leaves and dispose of them properly.
2. Mow and trim lawn as necessary.
3. Be prepared to take winter action to ensure maintenance problems are avoidable before winter's arrival.

Winter: 1. Rake leaves and tree limbs and dispose of them properly.
2. Mow and trim lawn as necessary.
3. Keep the flowerbeds from being overrun with weeds.

Owner will provide major pruning/trimming of landscaping, provide fertilizer treatments, and maintain existing sprinkler systems **ONLY** where applicable and as deemed necessary by NRB Property Management. Should Tenant(s) fail to keep yard up to HOA/NRB standards, Tenant will be issued a Ten Day Notice to Comply. Should tenant(s) fail to rectify the problem within this time period a professional landscaper will be hired to perform the necessary work on the Tenant(s) behalf. The bill for these services will be charged to the Tenant(s). Payment will be required prior to the first day of the following month.

IT IS IMPORTANT TO NOTE NRB PROPERTY MANAGEMENT EXPECTS THE YARD TO LOOK EXACTLY AS IT DID WHEN GIVEN TO THE TENANT ON MOVE IN. NRB HAS SOLE AUTHORITY ON DETERMINING CONDITION OF YARD.

Tenant 1 Date

Tenant 2 Date

NRB Property Management, LLC Date



THE UNDERSIGNED TENANT(S) HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF LEASE, ADDENDA, AND MOVE-IN CONDITION REPORT:

Tenant 1 **Date**

Tenant 2 **Date**

<u>Name</u>	<u>Age</u>	<u>Relationship</u>

NRB Property Management, LLC **Date**
Property Manager

Designated Broker **Date**



LIABILITY INSURANCE IS REQUIRED [L]

Tenants understand that Liability Insurance is a requirement for leasing any property through NRB Property Management, LLC. Tenant(s) were informed at the time of application and presented with the option of purchasing said policy through a private carrier of their choice or through our Property Management software system (Appfolio) at the cost of \$9.50 per month, payable with rent on the first of each month. Should tenant(s) fail to provide NRB with proof of coverage prior to or at time of lease signing they will be automatically enrolled for the Appfolio coverage. Please keep in mind that once enrolled this policy cannot be canceled for thirty days and the \$9.50 policy payment cannot be refunded. It is important to note that not including this payment with your monthly rent will result in a late fee being applied to your account, as the system is set to pay the oldest balances first.

For example:

Charges: 2/1/20XX
Insurance fee.....\$9.50
Rent1000.00

Payment of \$1000.00 due on 2/1/20XX
Insurance.....\$9.50
Rent.....\$990.50

Balance Owing.....\$9.50

Late fee on balance owing after 5PM on the 3rd:
10% of rent: \$100.00

The above example is provided as clarification on how this process works. Late fees applied will not be removed. Please note that the policy provided through Appfolio is for liability purposes only and does not cover your personal belongings or personal liability arising out of bodily injury or property damage to a third party. If you desire this type of coverage you will need to purchase a policy elsewhere. The liability coverage issued through Appfolio covers property damage that could arise and insures up to \$100,000.00. Any private liability policy you purchase must have this dollar amount as a minimum. While we understand the need to limit personal expenses, the cost of the policy will be much less than the cost of a septic repair, etc. if the repair is deemed necessary due to action/inaction of the tenant.

Tenant 1 **Date**

Tenant 2 **Date**

Property Manager Date
NRB Property Management, LLC



PAINTING ADDENDUM [M]

TO: Tenant 1 and Tenant 2
Address: 12345 N. Street
Tacoma, WA 98444

Prior to painting any surface of the interior or exterior of the home, a request must be made in writing to NRB Property Management, LLC. You may make this request on the website as a maintenance request. Upon receipt of your request our maintenance team will contact the owner on your behalf.

The following information must be included in your request:

- Which room you wish to paint.
- ☉ What color you would like it to be. Please provide a color sample and the brand of the paint you wish to use. Please include a second choice as well.
- ☉ Will you be hiring a professional painter? If not, who will be doing the painting?

Every effort will be made to obtain owner permission as quickly as possible. Please keep in mind that the owner is under no obligation to allow this modification and may decline your request.

Tenant 1 **Date**

Tenant 2 **Date**

Property Manager **Date**
NRB Property Management, LLC



Tenant Acknowledgement

Reminder: please reference the cleaning checklist provided with your rental agreement. Note that carpets are required to be professionally steam cleaned and sprayed for pets upon vacating. Where applicable the chimney must be cleaned and inspected (refer to rental agreement).

Disclaimer: Management has the final authority to determine how much of the deposits shall be refunded in accordance with the conditions set forth in the rental agreement.

I HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS ASSOCIATED WITH THIS TENANT GUIDE. I HAVE A COPY OF THIS TRENANT GUIDE IN MY POSSESSION AND WILL CONFORM TO REQUESTS ASKED BY NRB PROPERTY MANAGEMENT IN ACCORDANCE WITH THIS TENANT GUIDE. A COPY OF THIS ACKNOWLEDGEMENT WILL BE IN MY PERMANENT TENANT FILE.

X _____
(Date)
(Date)

Printed Name: _____

X _____

Printed Name: _____

X _____
(Date)

Printed Name: _____

X _____
(Date)

Printed Name: _____

X _____
(Date)

Printed Name: _____

X

Property Manager—NRB Property Management, LLC