

LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 20____, by and between **JERRY MERRICK, a married man as to his separate estate, d/b/a ANCHOR M APARTMENTS, 2001 NORTH WALNUT, ELLENSBURG, WA. 98926** (hereinafter "Landlord"), and _____ (hereinafter "Resident(s)").

1. **GENERAL:** Landlord does hereby lease to Resident(s) the specified apartment on the terms and conditions hereinafter described.
 - (a) APARTMENT NUMBER: _____ located at 2001 North Walnut, Ellensburg, WA
 - (b) LEASE TERM (months): _____
 - (c) COMMENCEMENT (START) DATE: _____
 - (d) EXPIRATION (ENDING) DATE: _____
 - (e) MONTHLY RENTAL AMOUNT: \$ _____
 - (f) MONTHLY UTILITY AMOUNT: \$ 20.00
 (Includes water, sewer and garbage **ONLY**; Resident must arrange for electricity, telephone, internet and cable)
 - (g) SECURITY/DAMAGE DEPOSIT: \$ _____
 (\$600.00 plus \$300.00 per person over 2 people)
 - (h) TOTAL OCCUPANCY: _____ Person(s) - Maximum 4 persons

This Lease Agreement shall terminate at 12:00 midnight on the expiration date set forth in paragraph 1(d) above. Resident(s) shall vacate the premises no later than the expiration date and return possession to the Landlord unless the Landlord has approved at Landlord's sole discretion, a new written application to enter into a new lease upon termination of the term of this Lease Agreement. The new application shall be submitted by Resident(s) to Landlord in writing and shall be received by the Landlord either by personal delivery or Certified mail - Return Receipt Requested at least 30 days prior to the Lease Expiration Date set forth in paragraph 1(d) above, but in any event no earlier than 60 days prior to the Lease Expiration date in paragraph 1(d) above. The new application must be on the form provided by the Landlord which can be obtained from the office of the Landlord's managers. All terms and conditions of the new application, including any expenses with respect to administrative fees, must be complied with by the Resident(s) in order to have the new application considered for entry into a new lease. The Landlord shall advise the Resident(s) in writing no later than one week prior to the Lease Expiration date set forth in paragraph 1(d) above as to the Landlord's decision to either agree to enter into a new lease based upon the new application, or alternatively, to elect not to enter into a new lease which would result in the termination of the Resident(s) lease and right of occupancy effective 12:00 midnight on the Lease Expiration Date in paragraph 1(d) above. In the event the Landlord elects to enter into a new lease with Resident(s), the Resident(s) must sign a new Lease Agreement (including co-signors) **no later than the Lease Expiration Date set forth in paragraph 1(d) above.**

2. RENT: Resident(s) shall pay monthly rent in an amount as specified in 1(e) and 1(f) above, in advance on the first day of each month hereafter at the office of Landlord. Monthly bills or statements will not be given. Resident(s) understands and agrees that Landlord shall accept only one (1) check per apartment, per month, for the payment of rents. Any rent payments involving multiple checks shall be returned to Resident(s). **Resident(s) does hereby agree to pay a late payment penalty of \$5.00 per day for any rent or portion of rent received by Landlord after the 1st day of each month.** Payment(s) received are first applied to ANY outstanding balance then to current month's rent. Landlord will serve a 3 DAY NOTICE TO PAY RENT OR QUIT for all rents unpaid after the 5th of the month. If it is necessary to issue two (2) such notices during the lease term, a NOTICE OF TERMINATION OF TENANCY may also be served. The amount contained in paragraph 1(g) above represents a water, sewage and garbage collection fee. This amount is payable to Landlord along with monthly rent.

- (a) Pro-Rated Rentals: Resident(s) shall pay one full month's rent in advance of occupying the apartment. If Resident(s) takes possession of the apartment on other than the first day of the month, Resident(s) shall be responsible to pay only a pro-rated rent.
- (b) NSF Check Fee: Resident(s) does hereby agree to pay Landlord \$35.00 for any check returned to Landlord or Landlord's Bank. This fee shall be in addition to any late payment penalty and Resident(s) does hereby agree to pay both the NSF Check Fee plus all late payment penalties having accrued through the date any unpaid balance is paid in full. If two (2) checks are returned unpaid, all future payments MUST be made by certified check or money order for the remainder of the lease term.

 Landlord Resident Resident Resident Resident

3. **UTILITIES:** In addition to the rent and the monthly utility fee, Resident(s) shall pay all utilities other than water, sewer and garbage charged against the apartment, such as electricity, telephone, internet and cable television. Landlord shall not be liable for damages resulting from the interruption of any utility service, including power outages. Resident(s) are required to provide to Landlord a copy of the utility receipt obtained from the City of Ellensburg prior to occupancy of the apartment.

4. **RESIDENT(S) OBLIGATIONS:**

- (a) Keep the apartment in a clean and sanitary condition.
- (b) Properly dispose of all rubbish, garbage and waste in a clean and sanitary manner, at reasonable and regular intervals, and assume all costs for extermination of, and fumigation for, infestation attributable to Resident(s).
- (c) Properly use and operate the electrical heating, plumbing and other fixtures and appliances.
- (d) Not intentionally or negligently destroy, deface, damage, impair or remove a part of the premises, its appurtenances, facilities, equipment, furniture, furnishings, appliances or fixtures, nor permit any member of his family, guests, invitees, licensees, or other person(s) acting under Resident(s) control to do so.
- (e) Not permit a common waste or nuisance, nor annoy, molest, or interfere with any other Resident or neighbor.
- (f) Test all smoke alarms installed in the apartment. Resident(s) is responsible for replacement of any required batteries during the term of Lease.
- (g) **ALL RESIDENT(S) SHALL OBTAIN INSURANCE COVERAGE ON PERSONAL PROPERTY AND HOLD LANDLORD HARMLESS FROM ANY LOSS OF PERSONAL PROPERTY FOR ANY REASON.**

(h) **APARTMENT RULES & REGULATIONS:** Resident(s) shall comply with the Community Rules & Regulations of the Landlord, a copy of which has been furnished to Resident(s), and also comply with Rules & Regulations as may be posted on the premises. Such Rules and Regulations are incorporated herein by reference. Such Community Rules & Regulations may be amended upon thirty (30) days prior written notice to Resident(s). To the extent the Rules and Regulations conflict with any term of this Lease, the Lease term shall control.

5. **PURPOSE:** The apartment shall not be used for any other purpose than as a residence for persons named as Resident(s) herein.

6. **SUBLET:** Resident(s) shall not sublet the apartment, or any portion thereof, nor assign this Lease, or any part thereof, without the prior written consent of Landlord. Occupancy by guests staying over seven (7) consecutive days shall be considered violation of this provision.

7. **ALTERATIONS:** Except as required by law, no repairs, decoration or alteration shall be done/performed by Resident(s) without Landlord's written consent. This includes, but is not limited to: painting, papering, drapes, curtains, etc.

8. **PUBLIC REGULATIONS:** Resident(s) shall conform to all applicable provisions of municipal, county or state codes, statutes, ordinances and/or regulations pertaining to use, occupation or maintenance of the premises.

9. **ACCESS:** Resident(s) shall permit, and Landlord reserves the right of, access to apartment for the purposes of making necessary repairs, alterations, improvements, inspections, to supply services, to exhibit or display the premises to prospective or actual purchasers, mortgagees, residents, workmen or contractors. Access shall be at reasonable times except in cases of emergency or abandonment.

10. **SECURITY/DAMAGE DEPOSIT:** Resident(s) has deposited the sum as specified in 1(g) above, receipt of which is hereby acknowledged. Said sum shall be deposited by Landlord in a trust account at BANK OF THE WEST, ELLENSBURG, WASHINGTON BRANCH and is to be applied against any damage to the apartment or the premises caused by Resident(s), relatives, guests or invitees, or any unpaid balances owing upon vacating the apartment. Resident(s) shall not have the right to apply same in payment of last month's rent. All interest accruing on said deposit shall be retained by Landlord. All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:

- (a) Resident(s) shall fully perform obligations hereunder and those pursuant to Chapter 59.18 RCW - Residential Landlord Tenant Act, or as may be subsequently amended.
- (b) Upon termination of this agreement and vacation of the apartment, Resident(s) shall return apartment to Landlord in a clean and sanitary condition. Resident(s) shall pay Landlord for such costs to repair, replace or rebuild any portion of apartment and/or premises damaged by Resident(s), relatives, guests, or invitees, except normal wear and tear. Resident(s) acknowledge receipt of a written checklist of the apartment specifically describing the condition and cleanliness, or the existence of damages to the apartment. Resident(s) shall surrender to Landlord all keys to the apartment, mailbox, etc.
- (c) All Residents must have vacated the apartment before disposition is made. In accordance with statutory requirements, disposition will be made within fourteen (14) days following vacation of the apartment and termination of the Lease Agreement (either by expiration of lease term or mutual consent of all parties to this Lease Agreement). Any refund of deposit shall be made with one (1) check payable to all Residents shown on the Lease Agreement and its addendum, and mailed to one (1) designated address, or last known address of Resident or Residents.

11. **PARTIAL VACATE:** Should a Resident, or Residents, representing a portion of the signatories to this Lease Agreement vacate prior to the expiration of lease term, Landlord must be notified by submission of a Lease Addendum form. In order for Landlord to release said Resident(s) from obligation(s) hereunder, a \$100.00 Administration Fee must be paid to Landlord and a Lease Addendum must be completed, signed by each signatory Resident and Landlord.

Landlord Resident Resident Resident Resident

12. **ADDITIONAL RESIDENT(S):** Tenancy without prior written approval by Landlord is prohibited, and its failure to comply with statutory duties of RCW 59.18.140, Title 59.18, Residential Landlord-Tenant Act of the State of Washington. For Landlord to accept additional resident(s), each applicant must qualify under Landlord's normal application process, a Lease Addendum must be completed and a \$100.00 Administration Fee paid to Landlord.

13. **DEFAULT:**

(a) In the event of a breach of this Lease Agreement, Landlord may, at its sole discretion, exercise any and all remedies provided by law. If Resident(s) shall fail to pay rent when due, or fail to perform any term hereof (after not less than three (3) days written notice of such default or omission, given in the manner required by law), Landlord may, at its option, terminate all rights of Resident(s) hereunder, unless Resident(s) (within the time allowed) shall cure such omission, pending default, etc. If Resident(s) abandons or vacates premises while in default of payment of rent, Landlord may consider any and all property left on premises to be abandoned, and may dispose of same in any manner allowed by law. All property on premises is hereby subject to a lien in favor of Landlord for payment of any sums due hereunder. In the event Resident(s) vacates the premises prior to expiration of the lease term, Resident(s) shall remain liable to Landlord for all rents accruing until: (1) Premises are re-occupied by rent paying Resident(s), or, (2) the current lease term expires, whichever occurs first.

(b) Upon Resident(s) breaching this Lease, Landlord may recover from Resident(s) all rent as set forth above as well as any other amount necessary to compensate Landlord for all the detriment proximately caused by Resident(s) failure to perform the obligation(s), which under the ordinary course of business would be likely to result therefrom. In the event legal action is brought by either party hereto to enforce the terms hereof, or relating to the premises, the venue shall be County of Kittitas, State of Washington. Additionally, the prevailing party shall be entitled to reimbursement of all costs incurred in connection with such action, including reasonable attorney's fees. No failure of Landlord to enforce any term hereof shall be deemed a waiver of said term, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. It is expressly understood this Agreement is between Landlord, each signatory Resident and each Co-Signor (if applicable), individually and severally. In the event of default by any one signatory and/or co-signor, each remaining signatory and/or co-signor shall remain responsible for timely payment of rent, and continued performance of all other provisions of this Agreement.

14. **PETS:** Pets are allowed on the premises provided the community rules and regulations referred to in paragraph 4(h) above are followed with respect to animals.

15. **SMOKING:** Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, or the building where the Resident's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the premises, nor shall Resident permit any guests or visitors under the control of Resident to do so. A designated smoking area is located on the property. Resident(s), their guests or invitees may not smoke in any location other than the designated smoking area.

16. **ENTIRE AGREEMENT:** The foregoing constitutes the entire Agreement between the parties, and may be modified only in writing, signed by all parties hereto with the exception of the community rules and regulations referred to in paragraph 4(h) which may be modified as set forth therein.

RESIDENT(S):

LANDLORD:

Print Name: _____

JERRY MERRICK
d/b/a Anchor M Apartments

Print Name: _____

Print Name: _____

Print Name: _____

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