



RESIDENTIAL LEASE/RENTAL AGREEMENT AND SECURITY DEPOSIT

THIS AGREEMENT is made this ____ day of _____, 20____, between **BCI PROPERTIES, LLC**, hereinafter designated the Landlord, Lessors, BCI, We, or Us and :

(Please print tenant name) _____ hereinafter designated the Lessee(s), Renter(s), Tenant(s) or You. Legal Description may be attached.

The said Lessor/Landlord does hereby LEASE unto the said Lessee(s)/Renter(s) the residence situated at: (street address) _____

City: _____, Washington, Zip _____ in _____ County.

TENANT(S):

Name	Date of Birth	Social Security
_____ Main Adult	_____	_____
_____ Main Adult	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL TENANT(S) _____

Vehicle 1- Year ____ Make _____ Model _____ License Plate Number _____

Vehicle 2 -Year ____ Make _____ Model _____ License Plate Number _____

LANDLORD’S PERMISSION IS REQUIRED TO CHANGE THE NUMBER OR IDENTITY OF TENANTS. ANY BLANKS NOT FILLED IN MUST HAVE A LINE DRAWN THROUGH. PLEASE SEE ATTACHED ECONOMIC UNITY ADDENDUM IF ADULTS ARE NOT MARRIED.

I. LEASE TERM: [chose one]

The premises are leased: for a standard term of ____ year(s) commencing the ____ day of _____, 20____ and terminating the ____ day of _____, 20____, then month-to-month, thereafter.

OPTIONAL: MONTH-TO-MONTH TERM: The tenant(s) agree(s) to rent beginning on ____ day of _____, 20____ and continuing on a month-to-month basis thereafter.

II. RENT: The basic rent for the property is \$ _____ per month.

In addition the above rental amount, the tenant agrees to also pay: \$ _____ Monthly for:

Storage | Garage | Pet Fee | Risk Management fee | Water | Garbage | Sewer | or; _____ Note: Circle all that apply and see attachments.

Tenant(s) Initial: x _____ x _____

45 If tenancy should begin other than the first day of the month, rent may be pro-rated if #4 is filled out
46 below, then on the first day of the following month the full amount of rent will be due and payable.

47
48 **PRO-RATE OPTION:** A one time pro-rated initial lease payment in the amount of
49 \$ _____ will be paid on _____, 20__ for the rest of that
50 calendar month only. All future rents are due by the 1st of each month.

51
52 **TOTAL MONTHLY RENT DUE IS: \$ _____ PER MONTH*.**

53 **Notice: ANY payment received will be applied to any previous balance owing first.**

54 *Rent is payable to **BCI PROPERTIES, LLC**, in advance, on or before the first day of each month without
55 notice or demand. The LANDLORD is not responsible for coming to get your rent. Tenant agrees to pay
56 a \$65 pick-up fee if Landlord or Agent must come to get the rent. Payments made at night or after
57 hours are considered next day payments.

58
59 **Rent shall be delivered to:**
60 **BCI PROPERTIES, LLC**
61 **P. O. Box 44065 Tacoma, WA 98448**

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64 III. **DEFAULT & TERMINATION:** If ANY ADULT Lease signers move before the end of the term of
65 this lease for any reason, without written approval of the Landlord, the remaining tenant(s)
66 must re-qualify for a new Lease within 3 business days, due to financial hardship this may cause
67 to the owner. All Lease Signers shall be liable for payment of entire Lease, plus any late fees
68 and eviction charges that apply. The Landlord is required by law to make reasonable attempts
69 to re-rent the property and tenant shall only be responsible for the time period that the rental
70 is actually not rented. The exact same charges will also be due if Landlord gives tenant notice
71 to move due to tenant’s default or violation of this agreement. Amount of charges and/or fees
72 to be determined depending on notification of move out date. Tenant agrees to give a 20-Day
73 written notice to Landlord if tenant(s) wish to terminate or renew, otherwise the term will
74 become a month to month contract with all other terms herein applicable and in force. Tenant
75 agrees not to assign this Agreement, not to sublet any portion of the property, not to allow any
76 other person to live therein or on the property other than as named above. Tenant agrees to
77 not share or allow utilities to be used by any other person or party whatsoever.

78
79 IV. **GRACE PERIOD:** Rent must be paid on time and in full on the 1st day of each month. Nothing
80 contained in this agreement shall be interpreted to give you any right to pay rent later than the
81 5th day of each month as a “Grace”. If you fail to comply, late charges will apply and the eviction
82 process will begin.

83 **ABUSE OF GRACE:** IF GRACE IS USED FOR A TOTAL OF 3 MONTHS IN ANY 12 MONTH PERIOD IT
84 WILL BE CONSIDERED AN OWNER HARDSHIP AND TENANT MAY BE CONSIDERED IN DEFAULT
85 OF THIS LEASE AT THE SOLE DISCRETION OF LANDLORD.

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87
88
89 Tenant(s) Initial: x _____ x _____

90 V. **LATE CHARGES AND NOTICE FEES:** All monies owed must have been received by 5:00 p.m. on
91 the 5th day after rent is due. On the 6th day a late fee in the amount of **\$50.00** shall be charged
92 to the tenant(s) for the first 5 days, and **\$10.00 shall be charged per day** starting with day 6.
93 These late fees shall accumulate until the rent and related fees are paid in full.
94

95 Tenants are also responsible for payment of any posting or delivery of Notices necessary by
96 management or an eviction company or process server such as 3-Day Notice to Pay or Vacate,
97 10-Day Notice to Comply, Waste or Nuisance, Summons and Complaint or any other notice, as
98 allowed by law. Partial payments to any balance owing will apply to the oldest outstanding
99 balance due. **Rent lost in the mail will be counted as late until received, late fees will apply.** If
100 your rent is late or not paid in full within the grace period, we shall have the right to charge late
101 fees, or consider you in default under this agreement. Bad check fee is \$35.00 plus late fees.
102

103 VI. **SECURITY / CLEANING AND DAMAGE DEPOSIT:** The Lessee/Renter has deposited the sum of;

104
105 \$ _____ as a cleaning deposit and;
106 \$ _____ as a damage deposit.
107

108 Total Deposit paid is: \$ _____, receipt of which is acknowledged
109 and which sum shall be deposited by Landlord in a trust account with **Bank of America, 11315**
110 **Pacific Ave. Tacoma, WA 98444**. Interest on the deposit shall belong to Landlord. All or a
111 portion of such deposit may be retained by Landlord as liquidated damages via a Tenant Breach
112 and a refund of any portion of such deposit is conditioned as follows:
113

- 114 a. Lessee/Renter/Tenant(s) shall fully perform obligations hereunder and those pursuant to
115 chapter 59.18 revised Code of Washington, or as such may be subsequently amended.
- 116 b. Lessee/Renter shall occupy said premises for term agreed to above.
- 117 c. Lessee/Renter shall clean; repair and restore said residence and return the same to
118 Landlord in its initial condition, except for reasonable wear and tear, upon the termination
119 of this tenancy and vacation of residence. A specific statement describing the condition of
120 the premises at commencement of the tenancy (see Statement of Condition and Cleanliness
121 and Existing Damage to Premises and Furnishings) is attached.
- 122 d. Lessee/Renter shall surrender to Landlord all and extra keys to premises on move out, or
123 shall be charged for and agree to pay for new locks to be installed by Landlord for the
124 subject leased property. Returned keys are evidence of move out.
- 125 e. **DEPOSITS CANNOT BE USED FOR LAST MONTHS RENT PAYMENT:** The security deposit is
126 NOT the last month's rent! Rent for the final month of the tenancy is due on the first day of
127 the final month, just as for all prior months. Failure to pay the final month's rent will result
128 in the late fees specified in the lease as well as a penalty charge of \$500, over and above
129 the security deposit. Tenant understands that all damages and amounts owing at the
130 conclusion of the lease will be reported to the appropriate Military or Civil Authorities as
131 applicable, plus to all credit reporting agencies. Then any past due unpaid amount will be
132 remitted to a collection agency who will obtain a court order to garnish any future wages
133 plus other remedies. Any deposits not paid in full within 60 days shall be a Breach of Lease!
134

135 Tenant(s) Initial: x _____ x _____

136 VII. **REFUND OF DEPOSITS:** WE LIKE TO REFUND DEPOSITS WHENEVER WE CAN, if tenant will leave
137 the property in the same condition as when they moved in and has lived up to all terms of their
138 lease. Any refund or partial refund of deposit, as by itemized statement shown to be due to
139 Lessee, shall be returned to Lessee **within fourteen (14)** days after termination of this tenancy
140 and fully vacating of the premises by all occupants and their personal effects. If any personal
141 effects are left in the rental after you have returned keys, they will be considered trash and
142 shall be disposed of. Costs of disposal, clean up and repairs may exceed your deposit. These
143 costs shall be determined by the Landlord only upon inspection. You are not required to be
144 present on Check Out Inspection but you may wish to be present to address any cleaning or
145 repair issues and questions. Please see and use the "Check in Check out" sheet within one week
146 of occupancy to determine the condition of your rental upon move in, and also to use when
147 terminating your rental on move out.
148

149 VIII. **NON-REFUNDABLE FEES:** Screening Fee of \$35 is to be retained by the Landlord and is in
150 addition to the security and damage deposit but not a part thereof. Added non-refundable fee
151 \$ _____ for _____. (none if left blank)
152 Example of a non-refundable fee is; Pet impact fee, added amenities for benefit of tenant that
153 is not legally required such as use of a Hot Tub or extra storage. *See addendum if required.
154

155 IX. **OWNER PROVIDED:** Owner will provide the following checked (x) items at no cost or on loan:
156 () Water () Sewer () Garbage () Keys
157 () Refrigerator () Range () Curtains/Drapes () Blinds
158 () Garage Door Opener () Dryer () Garbage Disposal () Washer
159 () Dishwasher () Microwave

160 *Note: Above items shall be repaired or replaced by owner **except; washer, dryer and**
161 _____, _____ (none if blank).
162

163 X. **UTILITIES:** Tenant shall pay for ALL services and utilities supplied to the premises, such as
164 electric, gas, cable tv, phone service etc. except for the following;
165 _____ (if left blank see the above) which will be
166 furnished by Landlord. If excessive amounts of utilities are used, when and if paid by Landlord,
167 tenant agrees to pay overages for which Landlord shall show just cause with past and present
168 utility bills if asked.
169

170 XI. **APPLIANCES AND FIXTURES:** These are free to use on loan as evidenced by item IX (9) above,
171 except **washer/dryer and/or** _____,
172 and/or _____ which are free to use but must be
173 repaired or replaced by tenant if they become inoperable, if replacement is deemed necessary
174 then replacement units must be of similar type and quality and these become the property of
175 owner. Landlord is not liable to repair or replace any fixtures that are damaged by tenant. It is
176 at Landlord and/or Owners sole discretion if the fixture or any appliance shall be repaired,
177 replaced, or removed, with any such change by written permission of Landlord only. Air
178 conditioners, washing machines, dryers and any other appliances or fixtures may not be
179 installed without the Landlord's written permission.
180

181
182 Tenant(s) Initial: x _____ x _____

183 XII. **RETURNED CHECKS:** A charge of \$35 will be assessed for checks that do not clear the bank and
184 or are returned due to NSF or for any other reason. If this causes your rent to be late, we shall
185 consider you in default under this agreement and late fees will be charged. Tenant further
186 understands that after one (1) NSF or bad check occurrence, all rent will be required to be paid
187 in the future with either money order or cashier's check.
188

189 XIII. **ADDITIONAL OCCUPANTS/PETS:** Unless otherwise agreed in writing, NO persons nor pets who
190 are not listed on this agreement or an Addenda may occupy the residence or property
191 whatsoever nor move in any personal effects unless approved in writing by Landlord and added
192 to this Lease. This will incur an "Impact Fee" of one hundred dollars (\$100.00) per month per
193 person and/or per pet, which will be charged for each added occupant or pet during each
194 month or fraction of a month of occupancy, plus they must be added to your rental lease as a
195 rental increase. Short-term visits by guests (relatives and friends) are OK, but these may not
196 exceed seven (7) days every 12 months. Longer stays without written approval by
197 Owner/Manager will be a breach of this Agreement and subject all occupants to eviction.
198 VISITING PETS ARE NOT ALLOWED DUE TO FLEAS AND DAMAGE THEY CAN CAUSE.
199

200 XIV. **PETS & SERVICE ANIMALS:** NO pets (animals) shall be brought onto the premises unless
201 allowed by Landlord with a Pet Deposit agreement and fee paid prior to occupancy, with the
202 **exception of a duly licensed Service Animal as allowed by law**. Tenants claiming that they have
203 the right to a service animal must prove their need with a verifiable Doctor's Letter given to
204 BCI/Landlord for your tenant file. Doctors will be contacted to verify such need, but the
205 Landlord will abide by the law in such cases. By law tenants are responsible for any damages or
206 cleaning which is caused by a Service Animal, including pest control abatement, replacement of
207 carpeting if needed etc.
208

209 The unauthorized presence of a pet will subject you to penalties, damages and possible law
210 suit in court if needed for mitigated damages and immediate termination of Lease and/or
211 Eviction. You agree to pay a fifty-dollars (\$50.00) per day impact fees for each pet brought
212 upon the property without our written permission even if it belongs to a visitor. If you would
213 like to have a pet on the property, you must have a written pet agreement. Without a written
214 approval of Landlord via a Pet Agreement, any non-authorized pets are hereby a breach of this
215 contract. Feeding stray or unauthorized pets is prohibited, including but not limited to dogs,
216 cats and other animals, reptiles, birds, rodents and insects as this invites their habitation and
217 possible damage to the owners property. Violation of the above by tenant or tenant's guests or
218 occupants, with or without the tenants knowledge or permission shall be a breach of this lease
219 contract and cause for eviction as allowed by Washington State RCW Law Code with forfeiture
220 of entire security deposit or other fees and charges if damage is found evident or not. TENANTS
221 FOUND IN VIOLATION of the foregoing rules and policies for any reason shall be subject to a
222 \$50 PER DAY FEE for each and every occurrence not within the same 24-hour period, plus
223 attorneys fees and court costs for eviction, plus tenant shall be liable for any cost for damages
224 caused by violation of the per policy, including but not limited to the cost of de-fleaing areas
225 inside and outside of rental, deodorizing, stair removal as needed and/or the cost of new floor
226 coverings, sub-floors plus window coverings if damaged.

227 Tenant(s) Initial: x_____ x_____

- 228 XV. **REIMBURSEMENT/PAYMENTS:** Reimbursement for damages is due within 14 days when we
229 make written demand and show cause. Our failure to demand damage reimbursement, late
230 fee charges, returned check charges or other sums due by you shall not be deemed as a waiver
231 and we may demand the same payment, past due, at any time including after move-out as
232 provided by the RCW Codes in the Landlord Tenant Law of Washington State.
233
- 234 XVI. **USE AND OCCUPANCY:** You agree to use the residence solely as private living quarters for the
235 persons named as occupants and no others, unless you first obtain our written consent to
236 change identity of the occupants. No small or home-based business will be allowed without
237 written permission of owner and/or Landlord. Waiver of this requirement must be obtained in
238 writing from Landlord in advance.
239
- 240 XVII. **SUB-LETTING:** You may not sublet or assign your residence without the written consent of
241 Landlord, and tenant(s) shall agree to remain liable for performance of this Agreement if you
242 are allowed to sublet.
243
- 244 XVIII. **REPRESENTATIONS AND APPLICATIONS:** In the event that any of the information on your
245 rental application shall be found to be misleading, incorrect, or untrue, we shall have the right
246 to cancel this agreement and to repossess the residence. No oral statement made by our
247 employees agents or other tenants shall be binding upon us unless consented to by us in
248 writing.
249
- 250 XIX. **LOCKS/KEYS:** We will provide a lock for your door. You agree that no additional locks will be
251 placed upon any doors or mailboxes and no locks will be changed without our prior written
252 permission. Further, you agree to supply the Landlord with any and all keys, upon demand
253 within three (3) days. You agree to pay the cost of a locksmith and for new locks if you do not
254 return all keys on the day of vacating. **MUST INITIAL FOR RECEIPT OF KEYS:**
255 **Tenant acknowledges receipt of all keys:** x_____ x_____ x_____ x_____
- 256
- 257 XX. **ACCESS:** Tenant agrees to allow Landlord to enter the premises during the full term of this
258 agreement at reasonable hours with a 48 hour notice to show or inspect and examine it or to
259 make repairs, additions or alterations which we consider proper and reasonable (as allowed by
260 the Residential Landlord-Tenant Act RCW 59.18.150). Emergency Access without tenant
261 knowledge or approval is granted, as allowed by RCW Law. Landlord has the right to place and
262 maintain "For Rent" signs in or on said premises for (30) thirty days prior to tenant move out.
263
- 264 XXI. **LIGHT BULBS:** Replacement of light bulbs or fluorescent tubes in the residence is your
265 obligation. All fixtures must have operable light bulbs when you vacate.
266
- 267 XXII. **NUISANCE:** Nuisances and un-disposed waste shall not be tolerated. Such activity by the
268 Tenant, family member, guests, invitees or visitors will be cause for eviction. "Nuisance" and
269 "Wastage" shall include, but not be limited to, the following committed, permitted or suffered
270 on the premises, common areas, grounds, Landlord's property, and adjacent property, including
271 sidewalks, public right-of-way and/or the nearby vehicles of tenants or the following;
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273 Tenant(s) Initial: x_____ x_____

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- a. Any noise heard outside the unit and activity that disturbs the peace and quiet enjoyment of others, including annoying, boisterous, bullying, intimidating, mischievous, or obnoxious noise or behavior as defined by law.
- b. Loitering, playing, soliciting of any kind, or the use of illegal drugs, tobacco in a building's common areas; the use of alcohol outside any tenant's premises, disruptive, destructive, or risky behavior while under the influence of alcohol or prescription drugs, or from the failure to use any prescribed psychotropic drug, or the blocking of any tenant's premises or common passage; loud music/noises that disturbs neighbors or any use of illegal drugs.
- c. Disconnection, through misuse or non-payment, of electrical, gas, sewer, water or other public services.
- d. Possession, storage, public display or use of any ammunition, firearm, knife, dagger, sword, or other weapon or of any dangerous, inflammable, or explosive devices or materials, or the setting of any fires except in approved fireplaces and wood stoves.
- e. Vehicles, vessels, or trailers parked or left on gardens, lawns, sidewalks, or inoperable vehicles left on Landlord's or adjacent property or on the public right-of-way.
- f. Conducting any business, commercial or industrial activity, whether legal or not, on the premises without Landlord's written approval.
- g. Use of "fighting words" abusive, bullying, derogatory, harassing, hateful, or insulting language, especially to those of different backgrounds or situations from the one so speaking or writing, including difference of the following nature-- ethnic, racial, religious, cultural, class, economic, age, disability, family, marital status, or sexual orientation.
- h. Leaving children unattended or any other behavior that endangers the health, safety or well being of any children or other tenants or others present on property.

XXIII. SMOKE/FIRE & CARBON MONOXIDE ALARMS: You acknowledge that safety alarms are present in the rental unit and are in good working order. You agree not to remove the alarms or the batteries at any time. You will keep all alarms in good working order and will notify us of any non-working alarms. **You also agree to replace batteries as needed.**

XXIV. FIRE HAZARDS, DAMAGE OR INJURY: You will not store hazardous substances that might cause a fire. If the residence becomes uninhabitable by reason of fire, the rent shall be suspended until it has been restored to a habitable condition unless your actions caused or contributed to the fire, in which case your Lease may be terminated. We are not liable for any injury to you, other persons or property caused by anything beyond our control. Tenant is encouraged to protect your property with your own renter's insurance.

xxv. INTERRUPTIONS: We are not liable for any inconvenience, discomfort, damage or injury arising from the interruptions, curtailment, or cessation of any services arising from repairs or improvements to the property. It is agreed that there will be no reduction or abatement of rent and that such interruption or curtailment shall not constitute a constructive eviction or otherwise affect your obligations unless such interruption or curtailment shall continue beyond a reasonable time after we secure parts, supplies, and any specialized labor that may be required to affect any repair.

Tenant(s) Initial: x _____ x _____

319 XXVI. **CHANGE IN RENT OR OTHER CHARGES:** The monthly rent is based, in part, on present costs of
320 services, property tax and insurance rates in effect when this agreement is executed. For
321 renters not on the lease contract, we reserve the right to alter the rate of the monthly rent or
322 other charges upon a 30-day notice of such change. Any increase or decrease in the rent or
323 other charges shall not void this agreement. If you decide to give a written 30-day notice to
324 vacate, as a result of a rent increase, there will be no re-rental charge. Your term shall end on
325 the last day of the month following the month in which we receive your notice. If you do not
326 elect to terminate this agreement, you will have consented to the change in rent or other
327 charges and this agreement shall continue except as modified by our notice.
328

329 XXVII. **BANKRUPTCY – ABANDONMENT:** If prior to the commencement or during the term, you file a
330 voluntary petition of bankruptcy or are adjudicated as bankrupt or take the benefit of any
331 insolvency act, or if a receiver or trustee for property is appointed, we may, at our option, upon
332 under you, shall be entitled to possession of the dwelling. If you are absent from the premises
333 for more than a week during which time rent is unpaid or if you remove a substantial portion of
334 your personal possessions, you will be considered to have abandoned the premises. Also, if you
335 move, are evicted or abandon the rental unit, but fail to remove some or all of your possessions
336 within 48 hours, then the property shall be deemed abandoned and everything may be
337 removed by us and disposed of as we see fit without liability.
338

339 XXVIII. **DEFAULT:** If you default in performing any of your obligations, other than the payment of
340 rents, or if your conduct or that of the other occupants or guests shall be objectionable, we will
341 give you a notice to cease your objectionable conduct immediately. If you do not correct your
342 default or conduct, we may then, at our option, give you twenty (20) days notice of our
343 intention to terminate this agreement. Your term shall end at the expiration of said twenty (20)
344 days but you will remain liable as stated in this agreement. If you default in payment of any
345 installment of rent or any other money due to us under this agreement, we shall have all rights
346 and remedies allowed by law including the right of eviction and re-entry and you shall remain
347 liable. Under this agreement, we shall also have the right to terminate your occupancy with a
348 20-day notice as allowed by law.
349

350 XXIX. **LITIGATION & ATTORNEY FEES:** If we undertake legal proceedings to evict you or to collect
351 from you, you agree to pay us reasonable legal fees in such proceedings in addition to the
352 amounts otherwise due from you, together with the costs of collections. All persons signing
353 this agreement hereby waive trial by jury in any action arising out of this agreement.
354

355 XXX. **WAIVER:** Our failure to insist in one or more instances upon a strict performance of the
356 covenants of this agreement shall not be construed as a waiver or relinquishment of strict
357 performance in the future. Any waiver shall be made in writing and signed by us.
358

359 XXXI. **HABITABILITY:** We covenant and warrant and you agree that the unit and all common areas
360 are fit for human habitation and for the uses reasonably intended and specified in this
361 agreement. We have taken photos prior to your moving in and kept records as to maintenance.
362

363 Tenant(s) Initial: x_____ x_____

364 XXXII. **CONDITION DWELLING AT MOVE IN:** You agree that the rental unit and the property are in
365 good and satisfactory condition when you take possession (as stated in verification of unit
366 condition move in checklist). The floors, carpeting, walls, ceiling, appliances, cupboards,
367 windows, doors, storm windows, glass, screens, furniture and equipment are clean, in good
368 working order, and unbroken and the true condition of the rental unit noted in the move in
369 checklist. You agree to give written notice within forty-eight (48) hours after taking possession
370 of anything in the rental unit that is not in good working condition. Anything not reported
371 within forty-eight (48) hours will be considered in good condition and you will be expected to
372 return it in good condition. Unless otherwise noted, you agree to accept the premises "as is"
373 not requiring any changes in the condition of the rental unit.
374

375 XXXIII. **ALTERATIONS:** You will not, without written permission, paint, wallpaper, remodel or make
376 any structural changes, drill into, disfigure, or deface any part of the property or install fixtures
377 of any type or description. Fixtures, once installed, will become our property, and you agree
378 not to remove the same without our written permission. Wall-to-wall carpeting is to be
379 considered a fixture.
380

381 XXXIV. **MAINTENANCE & REPAIRS:** Landlord agrees to repair the unit and property when forces
382 beyond your control cause a need for repairs. All repairs and maintenance, which Landlord is
383 responsible for, shall be done the sole discretion of the Landlord. Tenant agrees to keep the
384 premises in a clean and good condition at all times and to repair the premises or property in a
385 workman like manner including but not limited to the following provisions;
386
387 a. Tenant is responsible when damage is caused by you, your co-tenants or your visitor/guests
388 misuse or by neglect, rather than as a consequence solely of normal and reasonable wear.
389 b. Tenant is liable when plumbing issues are caused by sanitary napkins, garbage, grease, or
390 foreign or harmful substances are placed in the plumbing receptacles. You are liable to keep
391 all toilet, drains, and water lines free from becoming plugged or frozen. **Tenant is**
392 **responsible for the cost of repairs caused by these damages, plus frozen**
393 **water lines if accessible and not protected by tenant, plus all clogged drains**
394 **and toilets unless unavoidable by roots or non-tenant caused clog in lines.**
395 c. Tenant must replace heating/furnace and water filters if present, every 90 days or sooner.
396 d. When damage is caused by wind, rain or other elements from leaving windows open, or by
397 the overflow of water left running from a kitchen, bathroom or utility room in the rental.
398 e. When and if the premises are burglarized or broken into.
399 f. You also agree to be responsible for the cost of: 1) all pest control; 2) snow removal; 3) any
400 broken glass, no matter how it got broken; 4) any broken door or lock, no matter how it
401 gets broken. Tenant agrees to replace in a neat and workmanlike manner all glass, doors or
402 locks during occupancy or the Landlord will effect repairs if needed to protect property and
403 charge Tenant.
404 g. Tenant(s) of single family units are responsible for keeping the yard mowed and cleaned
405 regularly. This does not apply to apartment dwellers. Also, no inoperable car, tires, car
406 parts, building materials, debris etc. are to be visible in the yard or on the grass.
407
408

409 Tenant(s) Initial: x_____ x_____

410 h. If you do not comply with these rules, you will be given a ten (10) day notice to correct the
411 violation. If violations continue past 10 days it is a Breach of Contract, which will begin the
412 Eviction process. After 10 days the Landlord has the right to effect the clean-up and removal
413 of any such items and charge the Tenant.
414

415 i. If you fail to make repairs or replacement, we may do so at your expense and charge you
416 the cost of the repair or replacement. Any charges due as a result will be in addition to your
417 monthly rent and any other monies owed. Tenant shall be aware that cleaning fees, hauling
418 fees, yard mowing and weeding, and repair fees could be as much as \$45.00 per hour. If an
419 appointment has been set for repairs to be done and you miss your agreed on time, are not
420 home, do not answer the door or refuse to let the necessary people in to make repair, then
421 you will be charged a forty-five dollar (\$45.00) service trip fee for the maintenance mans
422 wasted time.
423

424 XXXV. **REPAINTING:** This property is a **NON-SMOKING** dwelling. Upon vacating, you are responsible
425 for the cost of repainting if needed due to damage to walls and ceilings due to de-coloration or
426 odor from smoking, nail holes in walls (more than one nail hole in each wall) or excessive marks
427 on walls etc. regardless of the cause or who did the damage.
428

429 XXXVI. **CONDITION WHEN VACATING HOUSE OR APARTMENT:** You agree to promptly surrender the
430 rental unit or house at the end of the term in good, clean and rentable condition. Time is of the
431 essence in your surrender. If the new tenant's move in is delayed as a result of damage,
432 cleaning, or your vacating of the unit after the end of the term of this agreement, you are liable
433 for payment of one (1) month's rent. Tenant will be charged rent until all keys and garage door
434 opener to the premises are returned to the management. You must request a check out form
435 when you are ready to clean up and vacate rental unit, to help ensure refund of cleaning
436 deposit.
437

438 XXXVII. **ADDITIONAL TERMS:** Tenants, occupants and guests will comply with the rules below
439 (including all local and governmental laws) and such other and future rules as we may make for
440 the safety, care, cleanliness and good order of the property or the comfort, quiet and
441 convenience of other residents and neighbors. Additional rules shall become effective upon
442 notice. Failure to comply with rules shall, at our option, be considered a default of rental
443 agreement and may result in termination of tenancy. All present and future rules will be
444 considered a formal part of your rental agreement. You agree to be responsible for all actions
445 of your family, friends, guests, visitors and invitees. The enforcement of these rules and
446 regulations is totally within our control; however, we are not liable to you if other tenants
447 violate these rules and regulations. If a lack of enforcement of these rules and regulations upon
448 other tenants seems apparent, you must notify Landlord and this will not limit your
449 responsibility to follow these rules. You have no rights under these rules and regulations other
450 than what is provided for by law. The following rules apply equally;
451

452 Added: _____

453 _____ (none if blank).
454

455 Tenant(s) Initial: x _____ x _____
456

- 457 ➤ No waterbeds or fluid filled furniture or heavy items in excess of 100 lbs. are allowed.
458
459 ➤ You shall keep the premises in a clean, neat and sanitary appearance and condition, including
460 prompt disposal of all discarded materials, debris, garbage, junk, litter, recyclable, rubbish,
461 trash, and waste water in a clean, proper, and sanitary manner, and without odor, at
462 reasonable and regular intervals.
463
464 ➤ There is to be no unlawful activity, nor association with a gang, group or person while engaged
465 in unlawful activity or when it may cause Lease agreement violations.
466
467 ➤ Tenant is responsible for keeping the Landlord current with all pertinent information, including
468 any changes in employment or income, unit residents, telephone numbers, utility services,
469 vehicles registrations. No vehicles, boats, trailers or other large items shall be left on the
470 property over 1 week, or stored on the property without written permission of Landlord and
471 must be owned by tenant.
472
473 ➤ Tenant shall promptly report all needed maintenance and repairs to Landlord in writing within
474 24 hours.
475
476 ➤ Landlord may remove any vehicle or personal effects of Tenant and non-tenants, which remain
477 on the property after termination of occupancy, without liability for damages resulting from
478 such a removal and charge Tenant with such costs and/or fees incurred as a result.
479
480 ➤ Tenant agrees and acknowledges that only assigned parking spaces are to be used by Tenant
481 and/or their guests. These are limited to private passenger vehicles only. Tenant shall have no
482 right to store any recreational vehicle, boat, trailer, furniture, appliances or any other property
483 in said parking space, spaces, or carport without written consent of Landlord. Violation of this
484 and other rules is a Breach of this Contract.
485
486 ➤ Tenant shall allow Landlord and/or their Agents, to inspect the interior and exterior of the
487 rental when needed according to RCW Law Code with a 48 hour notice, or sooner if deemed
488 necessary to protect the property.
489

490 **ACKNOWLEDGEMENT:**
491

492 I/we the undersigned tenant(s), agree and understand that this agreement is between the Landlord BCI
493 PROPERTIES, LLC via a Power of Attorney for the owner and each signatory individual. It is agreed that
494 if any term or condition of this agreement is violated and tenant(s) are given a notice to correct the
495 violation or vacate, tenant(s) will do so within the prescribed time limit*. If tenant(s) fail to correct the
496 violation or vacate, tenant(s) will be declared in Breach of Contract and the owner or Landlord may file
497 legal proceedings against tenant(s) to recover possession. To avoid a default of this contract, each and
498 every person who signs below also agrees that they each shall be individually responsible for timely
499 payment of the entire rent and all other provisions of this agreement even if one of the undersigned
500 Tenant(s) does not pay their portion of the rent, or moves out before the lease term has expired.

501
502 Tenant(s) Initial: x _____ x _____

503 Each tenant hereby acknowledges that I/we have read and understood and agree to all terms and
504 conditions of this agreement and the Landlord or his Agent has answered all my questions, plus has
505 read or discussed this agreement with me to my satisfaction. This agreement constitutes the entire
506 agreement and cannot be orally amended. Changes in assignments must be in writing and signed by
507 all of the parties involved.

508
509 Any portion of this contract deemed unenforceable by law, shall not void the rest of this contract
510 which shall remain enforceable. If any term, covenant, condition, rule or restriction is found by a court
511 of law to be unlawful, unenforceable or invalid then the remaining provisions shall remain fully
512 enforceable and binding. This agreement shall be binding upon the parties, their heirs, executors,
513 successors and assigns.

514
515 Tenant(s) acknowledges receipt of copies of the following documents at the time of signing:

- 516 Lease/Rental Agreement
- 517 Pet Agreement
- 518 Landlord Tenant Act
- 519 Risk Management Addendum
- 520 Legal Description EXHIBIT "A"
- 521 Non-Refundable Option Fee ADDENDUM 'B'
- 522 Copy of "Option to Purchase Real Property"
- 523 Move in Check List
- 524 Authorization to hire a tenant screening company and conduct a criminal background search
- 525 Disclosure of information on lead based paint form 22J & EPA Lead Based Paint Handout
- 526 A Brief Guide to Mold, Moisture and Your Home
- 527 Fire Safety Code
- 528 Other _____

529
530 x _____ DATE _____
531 LESSOR/LANDLORD

532
533 x _____ DATE _____
534 TENANT

535
536 x _____ DATE _____
537 TENANT

538
539 x _____ DATE _____
540 TENANT

541
542 X _____ DATE _____
543 Processor/Agent of Landlord

544
545
546 **Updated last on 3-26-2011**