

COUGAR CREST APARTMENTS

LEASE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 201_, by and between Cougar Crest Apartments, hereinafter referred to as "Landlord", and _____, hereinafter referred to as "Tenant", and concerns Cougar Crest Apartment No. ____, 2055 NE Skyview Drive, Pullman, Whitman County, Washington, hereafter referred to as "Premises".

WITNESSETH;

1. Premises: Each of the individual Tenants will be an occupant of the apartment described-above, with other approved occupants as roommates. Each occupant will be responsible for a proportionate share of the rent for the premises. If an occupant fails to pay the occupant's proportionate share of the rent for the Premises, the Landlord may take action to collect the rent directly from the defaulting occupant and the other approved occupants of the Premises shall not be responsible for the defaulting occupant's proportionate share of the rent for the premises.
2. Term: The term of this lease shall be for the period beginning on _____, 201_ and ending on _____, 201_.
3. Rent: The Tenant shall pay rent in the amount of \$_____ each month in advance to Landlord. Upon the execution of this Lease, the Tenant shall pay the last month's rent in advance, which shall apply to the final thirty (30) days of occupancy. On the first day of the tenancy, the Tenant shall pay the rent for the first month. For any rent payment made during any month after the fifth day of the month the Tenant hereby agrees to pay to the Landlord a late payment fee of \$_____.
4. Deposits: This Lease is contingent upon the payment of deposits by the Tenant. When the required deposits have been paid in full, the Lease shall become fully effective. Until the deposits have been paid by the Tenant, this Lease shall not be binding upon the Landlord and the Landlord is free to rent the Premises to another party. The Tenant shall pay the following deposits to the Landlord:
 - A. The last month's rent in the amount of \$_____.
 - B. A security deposit in the amount of \$_____. This deposit will be for the purpose of insuring that the Tenant complies with each and every covenant and agreement of this lease. In the event of a default, the Landlord, in its sole discretion, may use the deposit to fulfill the Tenant's obligations under this lease. All or a portion of such deposit may be retained by Landlord and refund of any portion of such deposit is conditioned as follows:
 - i. Tenant shall fully perform obligations hereunder, including the obligation to pay the entire amount of rent required for the complete term of the lease, and those additional obligations imposed by and pursuant to R.C.W. 59.18, as may be subsequently amended;

- ii. Tenant shall clean and restore said residence and return the same to Landlord in its initial condition except for reasonable wear and tear, upon the termination of this tenancy and vacation of the residence;
 - iii. Tenant shall have remedied or repaired any damage to the premises;
 - iv. Any refund from security deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination
 - C. A carpet cleaning fee in the amount of \$_____. This fee is non-refundable and shall be retained by the Landlord to pay to clean the carpets in the premises at the time the Tenant vacates the premises.
 - D. Moneys received as deposits shall deposited with Bank of America, Pullman, Washington branch or in such other financial institution which the Landlord may designate in writing.
5. Occupancy & Guests: The premises are rented to the tenants listed on the lease. Additional occupants are strictly prohibited. Guests may stay no longer than two weeks. Anyone staying longer is considered an additional resident who must be approved, added to the lease, and pay rent.
6. Sublet: Tenant agrees not to sublet said premises nor assign this agreement nor any part thereof without the prior written consent of Landlord and upon payment of a subletting fee of \$_____. In the event one of the occupants of the premises vacates, the Landlord may show the premises to prospective tenants and may lease the vacated portion of the premises to a replacement tenant without the consent of the Tenant.
7. Inspection of Premises: Prior to or at the time the Tenant moves into the premises, the Landlord and Tenant will complete a walk through inspection of the premises, and all of the existing defects, or damages and any repairs, changes or modifications to said premises to be made by the Landlord shall be listed on the Inventory and Move-in Inspection sheet.
8. Tenant's Property: Tenant agrees that all of Tenant's personal property in and about the Premises and designated storage areas shall be at the risk of Tenant. Tenant further agrees not to hold the Landlord, or Landlord's agent liable in any matter for or on account of any loss or damage sustained by action of third party, fire, water, theft, or the elements of nature or for loss of any articles from any cause.
9. Maintenance of Premises: Tenant agrees:
- A. To replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof;
 - B. To use due precaution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant to repair the same at Tenant's own expense as well as all damage caused thereby;
 - C. To keep said premises in a clean and sanitary condition;
 - D. To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
 - E. To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;

- F. To not intentionally or negligently destroy, deface, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings and appliance, nor to permit any other tenant, invitee, licensee or other person acting under his control to do so;
 - G. To immediately notify the Landlord by telephone and in writing of any condition of the premises of which the Tenant becomes aware, including, but not limited to roof damage or leaking pipes, which may threaten damage to the premises, and to take such steps as may be reasonable to avoid such damage.
10. Utilities: The Landlord will provide water, sewer and trash removal for the premises. The Tenant shall pay for all other utilities and services to the premises, including electricity, phone, internet access, and cable, when they become due and payable, and shall permit no liens to attach to said premises or furnishings by reason of his failure to pay the same.
11. Alterations: Tenant agrees not to make alterations, additions or improvements, or to do or cause to be done any painting or wallpapering to said premises without the prior written consent of the Landlord.
12. Use of Premises: Tenant shall not use said premises for any purpose other than that of a residence for occupants who have signed this Lease Agreement, and not as a residence for any other persons, and shall not use said premises or any part thereof for any illegal purpose. Tenant agrees:
- A. To conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.
 - B. The Tenant acknowledges receipt of a copy of the Cougar Crest Rules and Regulations, which are made a part of this lease by this reference. A violation of the Rules and Regulations shall be a violation of the terms of this Lease.
13. Pets and Animals: Tenant shall not maintain any pets or animals upon the premises, without the prior written consent of the Landlord. If the Landlord grants permission for a pet in the premises, the Tenant will be required to pay an additional cleaning deposit.
14. Smoke Detector: Tenant acknowledges and Landlord certifies that the Premises is equipped with a smoke detector as required by RCW 48.48.140 and that the detector has been tested and is operable as of the execution of this Agreement. It is the Tenant's responsibility to maintain the smoke detector as specified by the manufacturer, including the replacement of batteries if required. Failure to properly maintain the smoke detector can result in punishment including a fine of not more than \$200.00 pursuant to RCW 48.48.140.
15. Water Beds: Tenant shall not use any furnishings in the premises which are filled with or contain water.
16. Abandonment: If Tenant defaults in payment of rent and is absent from the Premises for a period of fourteen (14) consecutive days, it shall be presumed that Tenant has abandoned the Premises and does not intend to resume the tenancy. In such event, Landlord may immediately enter the Premises and take possession of any personal property of tenant found therein. Any such property shall be stored and disposed of pursuant to the provisions of the 1973 Residential Landlord-Tenant Act as amended.

17. Access: Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty days prior to the vacation of said premises. Landlord reserves the right of access to the premises for the purposes of:

- A. Inspection;
- B. Repairs, alterations or improvements;
- C. To supply services; or,
- D. To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
- E. Access shall be at reasonable times except in cases of emergency or abandonment.

18. Mold and Moisture Acknowledgement: It is our goal to maintain a high quality living environment for our residents. Your unit has been inspected prior to move-in for damp or wet building materials, and we have found no mold or mildew contamination. However, mold can grow if the unit is not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold growth. It is important that residents regularly allow air to circulate in the apartment. It is also important to keep your unit clean and that you notify your Resident Manager of any leaks, moisture problems, and/or mold growth.

The Resident agrees to take the following steps to prevent mold/mildew:

- Resident agrees to use bathroom fans while showering or in the tub (any non-operable fans are to be reported to the Resident Manager).
- Resident agrees to check around toilet and wipe away any excess condensation on tank and bowl.
- Resident agrees to use kitchen exhaust fan when cooking or dishwashing.
- Resident agrees to open blinds, windows and sliding doors, while home, for proper ventilation.
- Resident agrees to close windows/sliding doors during heavy rain to prevent water from penetrating in to the unit.
- Resident agrees to keep the unit free of dirt and debris that can harbor mold.
- Resident will report any water intrusion, such as plumbing leaks, drips or sweating pipes to Resident Manager for immediate repair.
- Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces in the unit to prevent mold which can grow within 24 to 48 hours. It is advisable to use a half and half mixture of bleach and water to clean affected areas.
- Resident agrees to notify Resident Manager of any problems with air conditioning or heating systems.

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the resident or any guest or other person living in, occupying, or using the premises.

19. Termination: At the end of the term of this Lease Agreement, the tenancy shall terminate. The Tenant must enter into a new lease agreement with the Landlord in order to renew the lease for the premises. Until the Tenant has executed a new lease with the Landlord, the Landlord may lease the premises to other parties for a term which begins after the expiration of the term for this Lease

20. Attorney Fees: In the event any action, suit or proceeding is instituted regarding the performance of the terms and provisions of this agreement or because of a breach of any of Tenant's obligations, tenant agrees to pay to Landlord reasonable attorney fees as authorized by law.

LANDLORD
Cougar Crest Apartments

By: _____

TENANT:
Signature:

Print Name:

If all of the above signed are of the same sex, then the above signed agree that when subleasing or upon assignment of their portion of the lease, the new tenant will be of the same sex as the remaining tenants. This may be revoked by written mutual consent of all parties on the lease.

Initials

