

1215-120<sup>th</sup> Ave NE, Suite 103, Bellevue, WA 98005 ● 425-453-0089

APARTMENT MONTH-TO-MONTH RENTAL AGREEMENT

APT. NO. \_\_\_\_\_

The \_\_\_\_\_, undersigned,

(hereinafter called tenant(s), has on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, rented from the Owner, through his agent, Wilson Management, Inc., the premises known as Apartment No. \_\_\_\_\_ (hereinafter called Apartment), in the Apartment building known as \_\_\_\_\_ located \_\_\_\_\_ at \_\_\_\_\_, City \_\_\_\_\_, State \_\_\_\_\_, on a month-to-month basis subject to the following terms and conditions:

1. **RENT:** Tenant shall pay rent, payable to Wilson Management, Inc., in the amount of \$\_\_\_\_\_ per month in advance for the apartment commencing on \_\_\_\_\_, 20\_\_\_\_. If said rental begins on other than the first day of the month, then the rental for the interim period shall be prorated on a thirty (30) day month basis so that all future rents shall fall due on the first day of each month during the term of this tenancy.

Rent is due and payable on the first day of each month during the term of this tenancy and will be accepted during the first 4 days of the month without a late charge.

Additional charges: A late charge of \$50.00 is due on the fifth. A \$50.00 charge will be assessed for all checks returned unpaid by the bank. Tenant understands that if a check is returned after the late charge dates the rent is considered late and above charges apply. If it is necessary to issue a 3day pay or vacate, 3 day nuisance, 10 day compliance, or 20 day notice to vacate, there will be a notice charge not to exceed \$50.00 payable by the tenant.

2. **MOVE-IN FEE:** A non-refundable move-in fee of \$\_\_\_\_\_ is charged on occupancy which will be used to offset any charges against the premises.

3. **DEPOSITS:** The tenant has placed on deposit prior to taking occupancy, the sum of \$\_\_\_\_\_, which shall be held by owner as guarantee of rent, damages, cleaning, late charges, keys, utilities, or other charges. If tenants shall occupy the apartment continuously for a minimum period of six months and shall in all other ways abide by the terms and conditions of this rental agreement, then, all or some portion of this deposit shall be returned upon vacating, in accordance with other provisions of this agreement.

The deposit as noted herein shall be deposited by management into a trust account in the Owner's and/or Managing Agent's name at Key Bank, Bellevue Branch or guaranteed by the Owner. Any interest that accrues shall be retained by the Owner.

4. **KEYS:** Tenant acknowledges receipt of \_\_\_\_\_ key(s) to the apartment and \_\_\_\_\_ key(s) to the mailbox for the apartment. Tenant will be charged for each key not returned at termination of this tenancy, and additionally will be charged for changing each lock for which key(s) are not returned.

5. **OCCUPANCY:** The apartment is rented to the tenant for occupancy solely by \_\_\_\_\_ person(s), consisting of: (full name of each \_\_\_\_\_ occupant)

\_\_\_\_\_ and tenant further agrees not to sublet any portion of the apartment, and not to keep any roomer, or boarders, or in any other way to increase the occupancy of the apartment beyond that specified herein, without the specific written permission of the management.

6. **NOISE AND GUEST RESPONSIBILITY:** Tenant agrees to minimize the noise originating from the apartment so that the use of any radio, television set, stereo, musical instrument, etc., in and about the apartment, is such as not to annoy neighbors. Tenant accepts full personal responsibility for the actions of any and all of his temporary (not to exceed 2 weeks) guest and/or acquaintances while they may be on, in, or about the premises and shall specifically see to it that said guests and/or acquaintances shall comply in all ways with the terms of this rental agreement and any other posted rules and regulations of management that may be in force.

7. **LIABILITY:** Tenant agrees not to hold owner or manager or their employees liable in any manner for or on account of any loss or damage caused by action of a third party, fire, water, theft or the elements or for loss or damage of any article from any cause in the apartment, or any other part of said building, or the ground or other buildings or areas within this apartment complex, herein collectively referred to as "premises", or shall the owner or manager or their employees be liable for any injury to tenant, his family, guest or employees, or any other person entering the apartment or the buildings or grounds or areas of which the apartment is a part.

8. **INSPECTION AND DEPOSIT REFUNDS:** Tenant has closely inspected the apartment with the manager and has filled out the inspection report which is a part of this rental agreement, and has noted any discrepancy as to cleanliness and condition of the ceilings, walls, floors, carpeting, drapes, appliances, lighting and electrical fixtures, cracks in windows, woodwork, etc., in said inspection report. Tenant understands that upon vacating the apartment it will be re-inspected by the Tenant and Management in full. If there is any damage to the apartment, or if specific items are in need of cleaning (rugs, drapes, floors, range, oven, sinks, refrigerator, etc.) then the repairs and/or cleaning shall be performed by qualified workmen employed by the management and tenant agrees to be responsible for payment of said cleaning and/or repair work when presented with an itemized bill for same. Professional services such as rug, drapery and furniture cleaners; fumigators; or the use of the specialized craftsmen will be billed tenant. Other miscellaneous cleaning or repairs will be billed at a rate based on costs. If damages and/or cleaning charges amount to more than the deposit tenant agrees to be personally responsible for the payment in full of any amount in excess of the deposit and agrees to promptly pay same when submitted an itemized billing for same.

DAMAGE-CLEANING: Examples of Damage-Cleaning For Which Tenant Will Be Responsible:

Damage: chipped or broken wood-work, cabinet fronts or doors, tile, formica tops, plumbing fixtures, appliances, windows, etc.; rips, tears, burns and stains on furniture, formica tops, carpeting, drapes, etc.

Cleaning: Dirt, grease, oil, blood stains, water stains, urine, candle wax, etc., on walls, wood-work, drapes, carpeting, appliances, light fixtures, etc., clean-up of yard, parking areas, storage areas, and trash removal.

Owner or manager shall forward to tenant at his last known address any unused portion of the deposit and/or a bill for any amount due to owner over and above that amount covered by the deposit within fourteen (14) days after the apartment is vacated. In the event said deposit refund and statement are returned to owner and/or manager by the post-office as being undeliverable, then owner's responsibility for return of said deposit and/or statement shall be terminated. (Tenant should leave his new living address with manager upon vacating the apartment.)

9. **TENANT'S RESPONSIBILITIES: Tenant agrees as follows:**

TENANT SHALL:

- a. Notify the Manager in writing if there is a maintenance problem in the apartment. Owner shall pay for all reasonable repairs necessitated by ordinary wear and tear. Tenant shall pay for all other repairs, including damages and plugged toilets or drains.
- b. Place all trash, litter, rubbish, newspapers in covered containers provided.

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- c. Maintain the apartment and the entryway and hallway area directly in front of the apartment in a neat, clean condition and appearance at all times, keeping them clear of newspapers, trash, rubbish, etc.
- d. Replace within two (2) normal working days, at his sole expense, any broken glass in doors or windows, and if tenant shall not do so, owner or manager shall have the same replaced and tenant shall be personally responsible for reimbursement of the cost immediately upon billing.
- e. Conform to all present and future laws, rules, regulations or restriction concerning the use, occupancy and maintenance of the apartment, the appurtenances thereto, and the property and the grounds of which are a part.
- f. Maintain liability insurance and license on all motor vehicles brought onto the premises and shall provide Landlord proof upon request.
- g. Maintain the temperature of the premises at such a level to prevent breakage of pipes or other damage to the premises.

TENANT SHALL NOT:

- a. Store any personal items except in the apartment or designated storage areas.
- b. Place garbage cans or accumulated trash, rubbish, newspapers or litter in the hallways, stairs, laundry rooms, decks,or patios.
- c. Drive any nail or screw into the wall, door or woodwork, or use adhesive material.
- d. Do or keep anything in or about the premises which will increase the present insurance rate thereon. Tenant agrees to reimburse Landlord for any increase that might occur for violation of this rule.
- e. Install any wires, cables, dishes or antennas for radio or television purposes on the roof or other common areas of the building without Landlord's permission.
- f. Block open or provide access through any locked doors, nor to disable any electronic devises on the premises.
- g. Repair any vehicle anywhere on the property.
- h. Store vehicles anywhere on the premises, including but not limited to unlicensed vehicles, inoperable vehicles due to mechanical problems or major body damage, and all types of recreational vehicles, boats and trailers.
- i. Park vehicles of any kind, at any time, anywhere except in designated areas.

Management shall remove any vehicle in violation of g, h, or i and tenant specifically agrees to, and consistent to such removal, be solely responsible for any and all costs incurred. Tenant will reimburse owner and/or manager for said costs in full as billed on the next rental due date, or pay direct to the towing and/or storage firm as the situation shall require. Tenant hereby waives any and all claims of damages he may have against management and owner for such removal.

- 10. **ANIMALS:** Tenant shall not keep or permit a dog, cat or any other animal or pet, to be kept in or about the apartment without prior written permission from the manager, the signing of a separate written agreement therefore and depositing an additional sum as a damage deposit.
- 11. **ALTERATIONS:** No alterations, repairs or other work shall be commenced or completed without written permission from the management. All alterations or other work shall be come part of the premises and become the owner's property on termination of the tenancy.
- 12. **20-DAY WRITTEN NOTICE OF TERMINATION OF TENANCY REQUIRED:** The tenant understands that to terminate the tenancy, twenty (20) days' written notice must be given to the owner or manager prior to the end of a monthly term. According to the terms of the agreement, rent has been prorated to the first day of each calendar month. The tenant understands that occupancy is on a month-to-month tenancy running from the first to the last day of each month. Example: Notice given on the 17th day of one month would bind the tenant until the last day, not the 7th day, of the following month. The management may terminate the tenancy at any time by delivering to the tenant written notice at least twenty (20) days prior to the end of any given month.
- 13. **HOLDING OVER:** Unless specifically approved in writing by owner or manager, tenant shall fully vacate the apartment not later than the termination date and return all keys so that re-inspection may be made on the termination date. A hold-over charge of the prorated rent will be charged for each day beyond the termination date that tenant has not fully vacated the apartment.
- 14. **ACCESS:** Tenant shall allow Landlord access at all times to said Apartment for the purpose of inspection, or to show said Apartment to prospective purchasers and mortgagees of the Apartment Building, or to any other person having a legitimate interest therein, or to make necessary repairs or improvements. Landlord shall whenever practicable, give the Tenant two (2) days notice of his intention to enter the Apartment.
- 15. **REMOVAL OF PROPERTY:** Tenant agrees that in the event of abandonment and accompanying default in rent, the Landlord may immediately enter the apartment and take possession of any property of the tenant found therein. Landlord shall store same in a secure place and mail a notice to Tenant's last known address stating the location and address of the stored property. After forty-five (45) days from the date of default in rent, and after prior notice of such sale, Landlord may sell such property and may apply any income derived therefrom against monies due the Landlord, including drayage and storage. Any excess income derived from the sale of such property shall be held by the Landlord for the benefit of the Tenant for a period of one (1) year from the date of the sale, and if no claim is made or action commenced by the Tenant for the recovery thereof prior to the expiration of that period of time, the balance shall be the property of the Landlord.
- 16. **UTILITIES:** Tenant shall pay for all utilities, chargeable to his apartment. Tenant agrees that Owner reserves the right to charge the tenant for water, sewer, garbage, or other utilities on an estimated per unit basis, based on total actual building usage.
- 17. **MILITARY TRANSFER:** In the event of a military transfer from the area, tenant shall provide a copy of the orders to owner and/or management, together with the regular required twenty (20) day termination notice (see paragraph 12 herein). If tenant has in all ways fulfilled the terms and conditions of this agreement, then the occupancy requirement (see paragraph 3 herein) shall be waived.
- 18. **ATTORNEY'S FEES:** Tenant agrees to pay all costs, expenses, and attorney's fees, as allowed by law, expended or incurred by Landlord by reasons of any default or breach by Tenant of any of the terms of this agreement.
- 19. **SMOKE DETECTORS:** Tenant has been provided with an operating smoke detector and it is the responsibility of the tenant to maintain the smoke detector including the replacement of batteries. Any tenant failing to comply can be fined up to \$200.00 in accordance with RCW 48.40.140/WAC 212.10.050.

20. SPECIAL TERMS OR CONDITIONS:

The undersigned has read the entire contents of this agreement and any attachment hereto, understands his rights and obligations as outlined herein, finds them reasonable, and agrees by his signature hereon that he will in all ways abide by them.

- Tenants hereby acknowledge receipt of the following copies:
- 1. This agreement
  - 2. Apartment inspection report
  - 3. Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards (Pre 1978 buildings)
  - 4. EPA Brochure: "Protect Your Family from Lead in Your Home" (Pre 1978 buildings)
  - 5. EPA/Department of Health brochure regarding health hazards of indoor mold. (Required as of 7/24/05)

DATED at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Accepted by: \_\_\_\_\_  
Tenant  
\_\_\_\_\_  
Tenant  
\_\_\_\_\_  
Manager  
\_\_\_\_\_  
Co-Signer (if required)