

**RESIDENTIAL LEASE - RENTAL AGREEMENT**

**I. LEASE AGREEMENT**

- 1.1 **Parties.** The parties to this Residential Lease-Rental Agreement (“Agreement”) are \_\_\_\_\_ (“Tenant”) whose mailing address is \_\_\_\_\_ and OPAL Homeowner, \_\_\_\_\_ (“Owner”)/Agent whose address is: \_\_\_\_\_.
- 1.2 **Premises.** The subject matter of this Agreement is Address \_\_\_\_\_. For the term of this Agreement, Owner does hereby lease the Premises to Tenant, and Tenant does hereby lease the Premises from the Owner upon and subject to the terms and conditions herein set forth.
- 1.3 **Term.** The term will commence on \_\_\_\_\_, and continue until \_\_\_\_\_. Either party may terminate this agreement by giving the other party thirty (30) days written notice.
- 1.5 **Damage Deposit.** Tenant shall pay Owner a damage deposit of \$ \_\_\_\_\_, which shall be returned to tenant upon the conclusion of this rental agreement if there is no damage to the property.
- 1.6 **Rent.** The rent shall be \$ \_\_\_\_\_, per month, payable in advance, on the 1<sup>st</sup> day of the month of each and every month during the term of this Agreement to Owner and his/her authorized Agent at the address stated above, or, if an address is provided here, at this address: \_\_\_\_\_, or at such other place as may be designated by Owner from time to time.

In the event rent is not paid **within 5 days** after due date, Tenant agrees to pay a **late charge** of \$10 if rent is not received in full by Owner by the 6<sup>th</sup> of the month, and to pay an additional \$1 per day if any amount of rent remains due after the 6<sup>th</sup> of the month. Tenant further agrees to pay \$25.00 for each **dishonored bank check**. The late charge period is **not** a grace period and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charge will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less

- 1.7 **Utilities:** Tenant hereby covenants and agrees to pay all charges for electricity, propane, wood, telephone and removal of normal household garbage and recycling, water and sewer associated with the Tenant’s premises and any other utilities, which shall be charged against the leased premises during the full term of this lease. Owner shall not be liable for the failure of any such service for any reason whatsoever.

**II. General Provisions**

- 2.1 **Attorneys Costs and Fees.** In the event suit is brought to enforce any provision in this Agreement or because of any breach of the obligations specified hereunder, in addition to other relief, the substantially prevailing party shall be entitled to its costs of suit and reasonable attorney’s fees, including all attorney’s fees and costs incurred on appeal and in bankruptcy or receivership.
- 2.2 **Entire Contract.** This Agreement, together with the Exhibits attached hereto, which are made part hereof, shall constitute the entire contract between the parties hereto with respect to the

subject matter hereof, and no modification hereof shall be binding unless in writing and signed by Owner and Tenant. This Agreement may be signed in counterpart, each of which shall be deemed an original, and all of which shall together constitute one and the same Agreement.

- 2.3 Successors and Assigns.** All of the terms, conditions, and covenants and provisions of this agreement are binding upon and shall inure to the benefit of the Tenant, Owner and their respective heirs, administrators, executors and permitted assigns.
- 2.4 Unforeseen Events.** Owner shall have no liability for any act, delay, error, cost or other consequence of any act of God, natural disaster, war, civil disturbance, court order, or third party non-performance, and interruption, malfunction or error of communication or computer systems, software, operations of facilities (whether or not Owner could have anticipated or forestalled any such event or occurrence), or any cause that is beyond Owner's control.
- 2.5 Permissible Uses of Premises:**
- A. Tenant shall not use or permit to be used the whole or any portion of the demised premises for any purpose other than as a private residence.
  - B. Tenant shall not use the demised premises in any manner which will cause a cancellation of any insurance policy on said premises or the building. In the event the use of the premises by Tenant increases the existing rate of insurance on the building, Tenant agrees to pay the increased cost of said insurance as additional rent.
  - C. Tenant shall not store any combustibles, paint or chemicals inside the building.
  - D. Tenant shall not commit or suffer to be committed any waste upon the demised premises.
- 2.6 Environmental Obligations by Tenant:** Tenant shall comply with all environmental protection laws, rules, recommendations, and regulations of the United States and State of Washington and their various subdivisions and agencies as they presently exist or may hereafter be enacted, promulgated or amended, and hereby indemnifies and holds Owner and Owner's agents harmless from any and all damages arising or which may arise, caused by or as a result of the failure of Tenant fully to comply with any such laws, rules, recommendations or regulations, whether or not Tenant's acts or activities were intentional or unintentional. Tenant further indemnifies Owner against all losses, costs and expenses (including legal expenses) which Owner incurs as a result of the requirement of any government or governmental subdivision or agency to clean and/or remove any pollution caused or permitted by Tenant to or on the leased Premises, whether said requirement is during the tenancy or subsequent to the termination of the tenancy.
- 2.7 Acceptance of Premises:** By entry hereunder, Tenant accepts the premises "as is" and acknowledges that the premises and appurtenances are in good, safe and sanitary condition.
- 2.8 Damage/Destruction:** In the event the premises are damaged to such an extent as to render the same untenable in whole or in part or destroyed, Owner shall have no obligation to rebuild any of the improvements.
- 2.9 Risk of Loss:** All personal property on said leased premises will be at the risk of Tenant. Owner and Owner's agent shall not be liable for theft or any damage, either to the person or property, sustained by Tenant or others, caused by any defects now in said premises or the building or any service facilities, or defect hereafter occurring therein; or due to the building or any part or appurtenance thereof becoming out of repair; or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes; or caused by any act or neglect of other

occupants of said building or any other persons; or due to the happening of any accident from whatsoever cause in or about said building. Tenant agrees to defend and hold Owner and Owner's agents harmless from any and all claims for damages suffered or alleged to be suffered in or about the leased premises by any person, firm or corporation and from any expenses incurred by Owner in respect to any such claim, except as occasioned by the neglect of Owner or Owner's agents or employees.

2.10 **Non-Waiver**: The failure of the Owner to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such or any other covenants or agreements, but the same shall be and remain in full force and effect.

2.11 **Hold-Over**: During any period in which Tenant holds over after the expiration of the term of this lease, or after the valid termination of this lease, Tenant agrees to pay to Owner a daily rental amount of \$50.00.

2.12 **Notices**: All notices pursuant to this agreement shall be in writing and served by certified mail, return receipt requested, to the respective addresses set forth at the end of this agreement or such other address as the party has notified the other. Notice shall be deemed given on the date shown on the return receipt or the date upon which delivery was first unsuccessfully attempted, as shown on the returned envelope).

2.13 **Enforcement, Interpretation and Venue**: The laws of the State of Washington shall govern the validity, performance, interpretation and enforcement of this lease. Should either party institute suit for enforcement or interpretation of any provision contained herein, the venue of such suit shall be in San Juan County, Washington.

2.14 **Owner's Right of Entry**: The owner may enter the dwelling unit without consent of the tenant in case of emergency or abandonment in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. The Owner shall have the right to enter the premises, at reasonable times, upon no less than 48 hours written notice to the tenant.

**OWNER:**

**TENANT:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name / Phone

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Phone