



WASHINGTON MULTI-FAMILY PROPERTY RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT

☒ Owner/ ☐ Agent Name (who shall be the Landlord as defined in law, hereinafter called "Owner"):

Charles B Cosse Estate

and whose physical address for service of legal notices is: 2913 S Atlantic St, Apt A, Seattle, WA 98144

Resident Name(s) (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"):

Cheryl Menke and Kirby Kinchen

Premises Address (hereinafter called the "Premises"): 2618 NE 195th St Ln, Apt# A-1, Shoreline, WA 98155

Property Address/Building Name (referred to herein as the Property): 2600 NE 195th St, Shoreline, WA 98155

This Rental Agreement & Security Deposit Receipt together with all addenda and attachments identified herein are collectively hereinafter called the "Agreement." THIS ☐ INITIAL ☒ RENEWAL AGREEMENT made this date, 07/06/25, between Owner and Resident for rental Premises which may be a portion of an apartment complex or other larger parcel of land and, if so, the larger parcel shall be referred to herein as the Property.

1. **TERM:** The term of this Agreement shall begin on (specify date) 08/01/2025 and will be (check one):

A. ☐ a month-to-month tenancy; OR

B. ☒ a term lease ending on (specify date) 4/30/2026. Upon expiration of the stated term, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Owner upon 30 days' written notice, except for rent increase which requires at least 60 days' notice. *Some local governments require longer rent increase notice periods.*

If a Lease for a term greater than one year, have Owner signature notarized and attach a legal description.

2. **RENT:** Resident shall pay monthly rent and other charges in the following amounts:

	CHARGE DESCRIPTION	AMOUNT
	Monthly Premises Rent	\$ <u>1475</u>
Specify any additional monthly recurring charges included in rent (A-D).	A. _____	\$ _____
See Section 13 for utility billing.	B. _____	\$ _____
	C. _____	\$ _____
	D. _____	\$ _____
	TOTAL AMOUNT OF RENT DUE	\$ _____

The total amount of monthly rent due, which includes the monthly Premises rent, monthly parking space rent, monthly storage locker rent, any other monthly, recurring charges, is considered "Rent" and is payable in advance by the 1st day of each and every month (hereinafter called the "Rent Due Date") during said term to Owner at 2600 NE 195th St, Office, Rent Dropslot, or any such other place or payment method that the Owner may from time to time designate.

Application of payments: Any rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment, Owner shall apply funds received from Resident as follows: to the oldest unpaid rent (which includes unpaid utilities), to current rent (which includes unpaid utilities), to late payment charges, to notice fees, to damages, to repairs, and finally to miscellaneous charges. At any time during month to month tenancy, rent may be increased with at least 60 days' written notice. *Some local governments require longer rent increase notice periods.*

Rent received more than five (5) days after the Rent Due Date shall result in assessment against Resident of a \$ 10 late payment charge plus \$ 0 each additional day thereafter that rent has not been paid in full. *Some local governments limit the amount of late fees.*

Pursuant to RCW 59.18.170, if an Owner charges late fees and the Resident can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in this Agreement, the Resident may request, in writing, that the Owner modify the due date up to 5 five days and the Owner shall agree to this proposal. *Some local governments do not restrict the adjustment to 5 days.*

Any payment which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$ 0 returned payment fee. Should Resident submit a payment that is dishonored or returned for non-sufficient funds, or should Resident offer payment to cure any default such as following receipt of a Notice to Pay Rent or Vacate, Resident shall make such payment made by cashier's check, money order, or other payment method designated by Owner. If Resident gives Owner a payment that is returned for non payment, all payments over the following nine months by Resident shall be made by cashier's check, money order, or other payment method designated by Owner. Notwithstanding the foregoing, Owner may issue a Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Owner shall give a statutory Notice to Pay or Vacate, or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$ 0 for preparing and giving the notice.

Some local governments regulate the fee amount, or establish limits on other charges.

3. **DEPOSIT:** Resident agrees to pay the sum of (insert zero if this paragraph is inapplicable) \$ 495 as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges and shall be kept in an account with a financial institution (bank or credit union), whose address and name is 1201 3rd Ave, Ste 5350, Seattle, WA 98101, Raymond James. *Some local governments regulate the deposit amount.* If Resident has not paid the deposit in full, attach Deposit Payment Schedule Addendum. Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Owner. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address in accordance with RCW 59.18.280 after termination of this Agreement and possession of the Premises is returned to the Owner, conditioned upon the following:
- A. Resident shall have complied with all the conditions of this Agreement.
 - B. Except for charges imposed pursuant to Section 4 hereof, Resident shall clean and restore the Premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear resulting from ordinary use. Residents agree that soiling or staining is not wear resulting from ordinary use.
 - C. Resident shall surrender all keys and remote control devices to Owner.
 - D. Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Owner.
 - E. Labor and administrative costs for cleaning and repair shall be at the rate of \$ 75 per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.
 - F. Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges.
 - G. Resident shall clean the Premises so that it is in the same state of cleanliness it was in at the time of move-in and shall follow any particular instructions/requirements for move-out provided by Owner to Resident at commencement of the tenancy.

4. **NON-REFUNDABLE FEE:** Resident agrees to pay the sum of (insert zero if this paragraph is inapplicable) \$ 0 as a non-refundable charge which shall be used for (identify what the fee covers – be specific) N/A, which sum shall not be refunded under any circumstances. *Some local governments regulate the fee amount.* If Resident has not paid the fee in full, attach Deposit Payment Schedule Addendum. The tenant shall not be charged for normal cleaning if he/she has paid a nonrefundable cleaning fee.

Resident(s) to Initial: KAK CM

5. **PREPAYMENTS:** Resident shall make a prepayment toward last month's rent of (insert zero if this paragraph is inapplicable) \$ 0. If Resident has not paid the prepayment amount in full, attach Deposit Payment Schedule Addendum. Resident may only apply this prepayment to the lawful last month of the tenancy, whether following timely notice to terminate a month-to-month tenancy, the last month of a fixed term tenancy that has not been renewed or extended, or a tenancy which was otherwise terminated in accord with applicable law. Resident is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.
6. **APPLICATIONS AND SCREENING FEES:** Application and/or Screening fees paid prior to commencement of tenancy in the amount of \$ 0 are non-refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during the Resident's occupancy of the Premises at Owner's expense. *In some local government regulations, screening fees may be included in determining the amount of non-refundable fees permitted.* Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and Owner may take legal action to terminate this Agreement in such case.

Resident(s) to Initial: KAK CM

7. **TERMINATION OF TENANCIES:** Resident understands that this tenancy shall terminate at (time, specify AM/PM) 5PM on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour. At any time where the tenancy is from month-to-month, notice of termination by either party shall be by written notice of at least twenty (20) days before the end of any monthly rental period unless a greater period is required by law (*see applicable Local Law Disclosure addenda*).

Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Owner in writing. If Resident vacates the Premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310 without notice or mutually signed written Early Termination Agreement of the Owner. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310.

8. **DAMAGE:** Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Checklist (attach form as required by RCW 59.18.260). Resident shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the Premises to Owner. Resident will bear the cost of any cleaning or repair performed by Owner to restore the Premises to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by Owner while performing repairs and/or cleaning because of failure to comply with the foregoing. The Property Condition Checklist will be used to determine the refund of security and pet deposits at the end of the tenancy.

9. KEYS/PREMISES ACCESS:

Upon signing this rental agreement, the Resident will receive the following keys or other access devices:

2 unit, 2 mail, 1 com. room

The locking mechanisms ☒ have ☐ have not been re-keyed or re-set. *Some local governments regulate the resetting of locks between tenants.* Keys and other access devices shall not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.

In the event that Resident(s) request the Owner to unlock any exterior or interior door for any reason, Resident is required to:

- ☐ Call a locksmith at their own expense between the hours of (specify time, AM/PM) _____ and _____.
- ☒ Call 206-367-1770 between the hours of (specify time, AM/PM) 8am and 5pm. A fee of \$ 50 will be assessed.
- ☐ _____

10. SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:

Number of detection devices provided in Premises as required by law (several may be required): 1

Smoke detection device(s) are (check all that apply): ☐ Hard-wire ☒ Battery operated

It is the responsibility of Resident to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply with the provisions of this paragraph can be fined up to \$200 in accordance with RCW 43.44.110/WAC 212.10.050. Resident's initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. If battery operated, or unit uses battery backup, resident(s) is responsible for replacing batteries as needed. Resident agrees to test the smoke detector for proper operation once a month and report any malfunctions to the owner/agent in writing. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050).

Resident(s) to Initial: KAK CM

- A. The subject property (check one): ☐ does ☒ does not have a fire sprinkler system.
- B. The subject property (check one): ☐ does ☒ does not have a fire alarm system.
- C. The subject property (check one): ☒ does ☐ does not have a smoking policy. The smoking policy, if any, has been provided to Resident.

Resident's initials acknowledge receipt: KAK CM

- D. The subject property (check one): ☐ does ☒ does not have an emergency notification plan for its occupants. The emergency notification plan, if any, has been provided to Resident.

Resident's initials acknowledge receipt: KAK CM

- E. The subject property (check one): ☐ does ☒ does not have an emergency relocation plan. The emergency relocation plan, if any, has been provided to Resident.

Resident's initials acknowledge receipt: KAK CM

- F. The subject property (check one): ☐ does ☒ does not have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to Resident.

Resident's initials acknowledge receipt: KAK CM

11. CARBON MONOXIDE DETECTION DEVICES:

Number of detection devices provided in Premises as required by law (several may be required): 1

The above described carbon monoxide detection device(s) are (check all that apply): ☐ Hard-wired ☒ Battery operated ☐ Plug-in with backup battery.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. The number of required devices is established by law, and in a given property, several may be necessary. Resident shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. Resident's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

☒ It is the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.

☐ It is not the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.

Resident(s) to Initial: KAK CM

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is the resident(s) responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing any needed replacement batteries. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Resident also agrees to test the carbon monoxide detector for proper operation once a month and report any malfunctions to the Owner/agent in writing.

Resident(s) to Initial: KA-K

- 12. USE/ASSIGNMENTS OR SUB-LETTING:** Resident shall not use the Premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation, including, but not limited to, garage/yard sales and private lessons/tutoring, Airbnb and VRBO. Resident shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Resident shall not assign this Agreement, sub-let the Premises, give accommodations to any roomers or lodgers, or permit the Premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

Cheryl Menke and Kirby Kinchen

Guests of Resident staying a maximum of 10 days are permitted within any given 4 week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$ 50. *Some local governments regulate policies on additional occupants.* Changes in occupancy are not permitted without the prior written approval of Owner at the Owner's sole discretion. Resident(s) unilateral change in marital status or member of their living group does not modify or amend this agreement unless Owner has approved the change in writing through a mutually executed written amendment to this Agreement. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy.

- 13. UTILITY CHARGES** (Owner selects billing option for each utility in the table below):

UTILITY MONTHLY CHARGES	1. PAID DIRECT TO UTILITY	2. TO OWNER BY INVOICE	3. TO OWNER FEE/PERSON	4. INCLUDED WITH RENT	5. INCLUDED WITH LIMIT/OVERAGES BY INVOICE
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input type="checkbox"/>	<input type="checkbox"/> _____ limit
Garbage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____ limit
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____ limit
Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____ limit
Natural gas/oil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input type="checkbox"/>	<input type="checkbox"/> _____ limit
Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input type="checkbox"/>	<input type="checkbox"/> _____ limit
Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input type="checkbox"/>	<input type="checkbox"/> _____ limit
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> \$_____/person	<input type="checkbox"/>	<input type="checkbox"/> _____ limit

- PAID DIRECT TO UTILITY:** Resident agrees to establish use, maintain and/or pay for selected utilities without delinquency used in or charged against the Premises during the term of this Agreement. All charges for utilities are considered "rent." Resident agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid by Resident. *Some utilities may not permit Residents to open service accounts in their name.*
- PAID TO OWNER BY INVOICE:** Charges will be billed to Resident based upon invoices received by Owner/Agent directly from utility.* Where permitted by the utility provider, Resident must establish and maintain a utility account in Resident's own name.
- PAID TO OWNER BY FEE PER PERSON:** A flat fee per person is charged per month.
- INCLUDED WITH RENT:** Utility(ies) is (are) included in rent.
- INCLUDED WITH LIMIT/OVERAGES BY INVOICE:** Rent includes up to specified amount per month usage for utility(ies) due to Owner. Any charges incurred over the stated amount will be billed to Resident by Owner.*

***Billing Practices:** If resident is paying owner directly, resident must pay amounts charged for utilities within N/A days after Resident receives the bill. If the resident is paying a third party, they must pay before account becomes delinquent without payment plan or extension. When the utility bill is billed to Owner and copied to Resident, Resident will be charged a \$ N/A service charge for processing. To understand how late payments and returned checks will be handled see Section 2 of this agreement. Non-payment of utility charges may lead to eviction proceeding. Owner is entitled to use resident's security deposit to recover unpaid utility charges upon move-out out even if those bills are not yet due.. Owner/Agent is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Resident's lack of payment or otherwise.

21. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION: Owner disclaims any warranties or representation that it will be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited in their ability to provide protection. Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. **Resident understands that any proactive steps owner has taken are neither a guarantee nor a warranty that there will be no criminal acts or that resident will be free from the violent tendencies of third persons. Resident has been informed and understands and agrees that personal safety and security are resident's own personal responsibility.** Harassment or intimidation of a resident, guest, owner or owner's agent is prohibited. Resident is responsible for all damage caused to the Premises or the Property as a result of the negligence of resident, their guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

22. ATTRACTIVE NUISANCES: Residents agree to not use, install, allow or support any attractive features including but not limited to trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury. Any features or such other items in Resident's possession shall be stored in a safe condition in such a way that they cannot be used.

23. RENTERS INSURANCE: Resident is responsible for all damage caused to the Premises or the Property as a result of the negligence of resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism. Resident acknowledges that property or liability insurance maintained by Owner is for Owner's protection and is not intended to protect Resident against personal injury, loss or damage to Resident's personal property or belongings, or cover Resident from their own liability from injury, loss or damage from fire or other negligent acts that Resident or their guests may cause others. Resident acknowledges that they are not considered a co-insured of the Owner and not protected under Owner's fire or liability insurance and understand that any insurance that Owner maintains is not for the benefit of Resident.

- ☒ Renters liability insurance is required. Resident agrees to obtain insurance protecting the Premises from loss or damage caused by Resident/Guest or Resident's/Guest's negligence and understands that any insurance that Owner maintains is not for the benefit of Resident. A minimum of _____ dollars of liability coverage needs to be obtained. Resident is required to provide proof of current renters insurance policy within 30 days of occupancy, and again at lease renewal.
- ☐ Renters liability insurance is not required. However, it is recommended that Resident obtain renter's insurance to protect Resident's personal property and to cover Resident's liability for Resident's or its guest's negligence.

24. LIENS AND SALES: Owner may mortgage the Premises or the Property or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Premises or the Property, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Premises or the Property and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.

25. GENERAL TERMS: No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Resident and Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Owner.

26. RESIDENT'S OBLIGATIONS: Resident agrees as follows:

A. General

- 1) To pay all rent and other charges, including utilities and installment payments of last month's rent and security deposit, promptly when due or assessed, for which Resident is responsible and to provide proof of payment.
- 2) To execute all revised rental agreements upon request upon 30 days notice before a new rental period; except for rent increases which require at least 60 days' written notice. *Some local governments require longer rent increase notice periods.*
- 3) To notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Owner by any governmental agency resulting from a Resident's negligent behavior, including but not limited to, a failure to observe burn bans, Resident's maintenance of a nuisance shall be the responsibility of the Resident to pay.
- 4) Provide the Owner with emergency contact information within (10) days of commencement of tenancy and to provide updated or new information whenever such information is available.
- 5) Not to do or keep anything in or about the Premises that will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule.



WASHINGTON MULTI-FAMILY PROPERTY RENTAL AGREEMENT & SECURITY DEPOSIT RECEIPT

14. DELIVERY OF PREMISES: If for any reason whatsoever Owner does not deliver possession of the Premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Owner be liable to Resident for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within 5 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident.

15. PETS AND ANIMALS:

☒ Allowed; Breed: _____ Type: _____ Number: _____
☐ Not Allowed; Resident(s) nor visitors or guests are allowed to maintain pets or animals.

If permission for pets is given, no pet noise shall be allowed to escape from the Premises or to disturb neighbors. Regardless of whether permission is given, it is Resident's responsibility to clean-up and dispose of any pet waste anywhere on the Property and on adjacent sidewalks, streets, alleys, and neighboring properties from any animal owner or under the control of Resident, Resident's guests and invitees. If pets are maintained on the Premises, whether or not authorized by this Agreement, except for charges covered by a prepaid non-refundable cleaning fee, Resident assumes all costs of restoring the Premises and the Property as a result of any pet or animal on the Premises and the Property including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, landscape restoration, and cost to analyze floors for presence of animal urine/waste or pest infestation should analysis disclose the presence of such damage. These policies include "guest pets." No pets are to be added or substituted without Owner's/Agent's written permission.

16. ATTORNEYS FEES/VENUE AND JURISDICTION: As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the Premises are located.

17. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Owner to insist upon the strict performance of any term of this Agreement, 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 of such term or Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

18. WATER-HEATER: Pursuant to RCW 19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in a domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Resident acknowledges that

☐ the water heater is inaccessible.
☒ Resident has inspected the accessible hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

Resident(s) to Initial: HAH, cm

19. LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

20. RENTAL PREMISES, STORAGE AND PARKING: The Premises consist of the interior of the apartment. Regardless of whether they are assigned for Resident's use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the Property and are not part of the Premises. Whenever Owner assigns such areas for Resident's use, said usage is a license to use in common with Owner. Resident is licensed to use parking spaces spaces passes 20003 and storage lockers N/A. All Resident's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). Regardless of whether the Premises are an apartment or single family home, Resident recognizes that his/her storage of any personal property on the Premises is at his/her own risk. Resident hereby recognizes that Owner and agent are not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Owners' control.

- 6) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.
- 7) If the Premises should fail an inspection required by local jurisdiction due to the Resident(s), any fines or costs associated with reinspection shall be the responsibility of the Resident.
- 8) To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy.
- 9) Not to permit any person to occupy the Premises other than authorized occupants or guests as defined in Section 12.
- 10) Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice is given in accordance with RCW 59.18.150(6). The parties agree that no notice is required to enter areas of the Premises generally accessible to the public, such as walkways and driveways.

B. Conduct, Behavior and Safety

- 1) Resident is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- 2) Keys for Premises should not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.
- 3) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; to refrain from use of the Premises or Property for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the Premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or well-being of any resident, family member, guest or invitee resident at the Property or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- 4) Resident shall not keep or maintain an attractive nuisance on the Property as described in section 22.
- 5) Resident is to follow all bans/laws, including, but not limited to, burn bans.
- 6) No smoking of any substance is allowed in or on the Property unless the owner/agent provides an alternate smoking policy addendum as an attachment to this agreement.
- 7) To comply with any trespass admonishments issued by Owner. To ensure the safety of all residents and their authorized guests, Owner expressly reserves the right to exclude persons who are not authorized residents (as set forth in paragraph 12) from the Premises or the Property. A Resident (or guest of a Resident) who knowingly invites or allows a previously admonished person onto the Premises or the Property without the written authorization of the Owner or Owner's agent shall be deemed to have materially violated the terms of this Agreement. In addition to any other lawful basis, Owner may issue a trespass admonishment to exclude from the Premises or the Property any person, whether a Resident, occupant, invitee or other third party, who refuses to promptly show photo identification upon request by Owner or an authorized representative of Owner, or who refuses to identify him or herself as a resident, occupant, or guest of a specific resident. Resident shall be personally liable for the acts of any guests who Resident invites onto the Premises or the Property.
- 8) Resident, family and guests shall have at all times due regard for the peace and enjoyment of other residents in the Building. The level of noise created by any Resident, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other resident's unit between the hours of (specify times, AM/PM) 10pm and 8am.
- 9) Not to throw anything from windows and/or balconies.
- 10) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises.

C. Maintenance, Repairs and Alterations

- 1) Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute wear resulting from ordinary use. If carpets are new or Owner had carpets professionally shampooed prior to Resident's occupancy as indicated on the Property Condition Checklist form, Resident shall also pay for professionally shampooing same. Resident shall obtain area rugs or other coverings to protect hardwood floors.
- 2) Resident agrees to provide written notice to Owner regarding any habitability issues and to give Owner the opportunity to cure the defective condition prior to exercising any other option granted to the Resident under law. Owner is under no obligation to correct or repair any defective conditions caused by the Resident.
- 3) Resident shall reimburse Owner promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident is not a waiver thereof; and Owner may demand the same at any time.
- 4) Resident understands and agrees that any damage caused by or related to smoking of any substance or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Owner installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident, may include the following: deodorizing the Premises or the Property, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing of carpeting or padding.

- 5) Residents shall be responsible for any damage resulting from windows or doors left open or unlocked.
- 6) To protect against freezing of water pipes and waste pipes and stoppage of same in and about the Premises. To maintain the temperature of the Premises at such a level to prevent breakage of pipes or other damage to the Premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.
- 7) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so, and agrees to notify Owner of any such damage that occurs; To repair at Resident's expense any damage to the Premises or the Property caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs.
- 8) Not to make any alterations, additions, painting or improvements to the Premises, nor to change or add additional locks, nor change or add telephone, network or cable TV jacks, nor to install any wires, cables or aerials for internet, radio or television purposes on the roof or other parts of the building without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Owner and remain in and be surrendered with the Premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- 9) Prior to the installation of a satellite dish, the Resident must first give notice to the Owner informing them that a satellite is to be installed. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the Owner. All satellite equipment and cabling must be contained within space under the Resident's direct control per the lease agreement, not within or accessible from common areas.
- 10) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- 11) Not to install a waterbed or aquarium without the prior written approval of Owner. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect Owner from any damage that may be caused thereby. No aquariums or other unusually heavy objects are permitted on the Premises without Owner's written consent.
- 12) In the event that the Resident requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the Resident, the Resident must pay for all actual service call charges.
- 13) To inspect and maintain in compliance with the information tag thereon all Owner in-unit supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Resident only and no warranty is made as to their sufficiency for the Premises.
- 14) Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them.

D. Appearance, Cleanliness and Trash

- 1) To take all reasonable precautions to prevent the presence of bed bugs.
- 2) To take all reasonable precautions to prevent the presence of mold or mildew in the Premises as per attached Mold Handout, such steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Resident agrees to promptly notify Owner of the presence of mold or mildew.
- 3) The Premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident.
- 4) Resident agrees not to store any hazardous material including but not limited to unreasonable amounts of flammable materials, asbestos, petroleum and petroleum by-products, old batteries, or paint on the Premises or Property.
- 5) Except as otherwise permitted by law, to display no signs or placards on or about the Premises or Property that are visible to the public.
- 6) Not to store bicycles or other personal effects in common areas such as halls, stairways, elevators, laundry-rooms, public areas, or areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Owner; to use common areas such as yards, play or garden areas in common with other residents and to have due regard for the joint use nature of such areas by removing all chairs, toys or other garden equipment after use and in all cases to remove such items by the end of each day.
- 7) To keep the Premises and common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.
- 8) If applicable, the laundry room shall be cleaned by resident after each use. Laundry facilities shall not be used by non-Residents or for commercial purposes. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles.

E. ADDITIONAL CLAUSES:

- 27. DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY:** In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Resident vacates the Premises for a period of time, Resident is obligated to vacate as instructed by Owner and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if damages are caused by the Resident. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction and Resident shall immediately vacate. In such case, Resident shall pay rent pro-rata through the day Resident vacates the Premises.

28. SUMMARY OF FUNDS RECEIVED AND DUE:

ITEM	CHARGE	RECEIVED	BALANCE	AMOUNT DUE DATE
First Month's Rent	\$ 1475	\$	\$ 1475	08/01/25
Last Month's Rent (if applicable)	\$	\$	\$	
Non-Refundable Fee: <u>Application Fee</u>	\$ 0	\$ 0	\$ 0	
Refundable Security Deposit	\$ 455	\$ 455	\$ 0	
Other Payments (describe):	\$	\$	\$	
Other Payments (describe):	\$	\$	\$	
TOTAL			\$	

29. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT:

This Agreement, together with the attachments identified below, constitute the entire agreement between the parties.

(Select from the list and/or write in all attached addenda in the box below):

- ☒ Property Condition Checklist (Required whenever a refundable deposit is collected.)
- ☒ Mold Handout (Required in all Washington State residential rentals.)
- ☒ Lead Based Paint Pamphlet (Required for pre-1978 properties.)
- ☒ Lead Based Paint Disclosure Addendum (Required for pre-1978 properties.)
- ☐ Local Law Disclosure Addendum (Tenant rights information required in some jurisdictions.)
- ☐ Copy of Property Registration or License (Required in some jurisdictions.)
- ☐ Notary Form for Landlord Signature (Required by WA state law on any lease with term longer than one year.)
- ☐ Agency Disclosure and Pamphlet (required for transactions where either party is represented by a licensed real estate broker.)

Smoking Policy

Resident's initials acknowledge receipt of the attachments listed above which are incorporated as part of this Agreement.

KA.A. Lm

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Owner/Agent: Charles B Cosse Estate	Signature: <u>[Signature]</u>	Date: <u>7/6/25</u>
Resident: <u>Kirby A. Kinchen</u>	Signature: <u>[Signature]</u>	Date: <u>7/23-2025</u>
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____
Resident: _____	Signature: _____	Date: _____