



# LEASE AGREEMENT

Possession and Start Date: \_\_\_\_\_

Rental Term: Starting \_\_\_\_\_ for a set term to \_\_\_\_\_

Tenants: \_\_\_\_\_

Minors: \_\_\_\_\_

Co-Signer: \_\_\_\_\_

Rental Address: \_\_\_\_\_

Rental Amount: The monthly rent is \_\_\_\_\_, along with the monthly Septic Fee of \$ \_\_\_\_\_, along with the monthly Pet Admin Fee of \$ \_\_\_\_\_, along with the Monthly Resident Benefit Package Fee of \$ \_\_\_\_\_, along with the Monthly Utility Fee of \$ \_\_\_\_\_ for a total amount due of \_\_\_\_\_ due on the 1st of each month without demand payable to Leading Edge Property Management.

Prorated Move in Rent: \$ \_\_\_\_\_

One Time Lease Admin Fee of \$ \_\_\_\_\_ due at lease signing

One Time Pet Admin Fee of \$ \_\_\_\_\_ due at lease signing

Security Deposit Amount: \_\_\_\_\_ Last Month's Rent: \_\_\_\_\_

Pets: ( ) NO ( ) YES (see attached pet addendum if marked yes)

Number of People to live at rental address: \_\_\_\_\_

Utilities: TENANT: \_\_\_\_\_ LANDLORD: \_\_\_\_\_

Addendums: Agency Agreement, Safety Device Addendum, Mold Notification Addendum, HOA CCR's, Move in condition report, Rental Insurance Addendum, Maintenance Addendum, Emergency Contact Addendum, \_\_\_\_\_

Number of Vehicles to be kept at residence: \_\_\_\_\_

**BY SIGNING PAGE 14 TENANT ACKNOWLEDGES TO FOLLOWING:**

**1. Rent shall be made payable to: Leading Edge Property Management. Payments may not be made in cash.** Alternatively, rent is paid electronically via our on-line payment system. A link to activate your account has been emailed to you. There is no charge to pay rent using the E-Check method and there is the option to pay using a credit card. (Paying with a credit card will incur a fee for each payment; paying with the E-Check method is FREE OF CHARGE.) We also have an option for paying using the Retail Cash Payment method at local stores. You will receive a code for this payment option.

**2.** Tenant will be responsible for payment of rent due on this rental agreement if Tenant vacates the property before the termination date.

**3.** Tenant acknowledges receipt of the Mold and Mildew Pamphlet received from the Landlord via website.

**4.** Rental Application completed by Tenant(s) shall become an addendum to this rental agreement.

**5.** Tenant has received a copy of the Law of Real Estate Agency via website before signing this agreement. **Tenant acknowledges Landlord represents the Owner.**

**6.** Tenant has reviewed this agreement in its entirety before signing this agreement.

**7. LANDLORD: Leading Edge Property Management and Real Estate, LLC shall be the Landlord for the purposes of this Agreement.**

**8. TENANT:** Tenant shall be those persons designated as "Tenants" in "tenant line" of page one of this Agreement. Should tenant request and complete a roommate change (either addition or subtraction) an administrative roommate change-out fee of \$200.00 will be charged to Tenant for all requests. Roommate changes are subject to Landlords approval, at Landlord's sole discretion.

**9. PURPOSE:** The premises described in Item "rental address" on page one of this Agreement shall be used and occupied as a private single-family residence and for no other purpose. Tenant shall comply with all City, County, State, and Federal codes in relating to the subject rental property. Tenant shall conform to all applicable provisions of municipal, county, and state codes, statutes, ordinances and regulations pertaining to use, occupation or maintenance of the premises. Tenant agrees that the subject rental property shall only be occupied by no more than the person(s) allowed under items "tenant line" and 8 on page one of this Agreement without prior written consent of Landlord. Tenant's guests may not stay longer than 5 (five) days at the subject property.

**10. RENTAL TERM:** The term of this Agreement shall be that term described in Item 2 on page one of this Agreement. This Rental Agreement is for a term of \_\_\_\_\_ months beginning on \_\_\_\_\_ and ending on \_\_\_\_\_. Upon expiration of the above-stated initial term of Lease, all Resident's rights to occupy the premises shall cease without the right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term.

Tenant may not cancel this Agreement before the set term date described in Item 2 on page one of this Agreement. If tenant(s) vacates the premises prior to \_\_\_\_\_ the tenant shall forfeit the sum of \$ \_\_\_\_\_ due when submitting notice to vacate. Tenant must give written notice to vacate at least 20 (twenty) days before the last day of the month in which Tenant is vacating. If at least a 20-day written notice is not given before vacating the premises, Tenant shall forfeit security deposit (Item 6 on page one of this agreement) and be liable for additional monetary damages. It is office policy that move out walk throughs are not performed with tenants. Once the tenant has turned in keys, exit walk throughs will be completed at Landlord's earliest convenience. Move out walk-throughs are typically conducted on the first of the month following the month in which Tenant vacates, provided the first does not fall on a weekend or holiday. Should Tenant request and be approved for a move out inspection date other than the first of the month, an off-cycle move out administration fee of \$300.00 will be due at the time of request and approval. Any days the tenant occupies the property beyond the first of the month, prorated rent will also be charged.

**11. RENT DUE DATE: Rent is due on the First day of each Month.** Rents shall be sent to **Leading Edge Property Management.** Paid directly through the tenant portal or using the Pay Near Me function. A \$50.00 (Fifty Dollar) fee shall be charged for all Returned Checks (NSF), plus a late fee and/or notice fee. In addition, if Tenant's check is returned, then the Landlord will no longer accept personal checks and tenant will no longer be eligible to use payment through Tenant Portal and rent is to be paid using the Pay Near Me/Retail Cash function.

**12. LATE FEES & APPLICATION OF PAYMENTS:** Late fees shall be assessed if rent is not paid by the 1st of the Month. Payments must be received in the Tenant Portal. If rent is not paid by the 1st day of the Month, there shall be a **late fee of 10% of the gross monthly rental amount, PLUS \$5.00 per day rent after the 1st that rent remains unpaid.** If rent is not paid by the 1st day of the Month and a Pay or Vacate Notice has been issued, there will be an additional \$50.00 Notice Fee for the preparation and processing of said notice, **plus reasonable expense of service if Landlord chooses to have a third-party agent such as a Sheriff Deputy or process server serve the notice.**

**All monies due and received after the 1st day of the month must be made using the Pay Near Me/Retail Cash function.** Late funds will be accepted via the Electronic Cash Payment method: Electronic Cash Payments. If you choose this method, we will provide you with a reusable Pay Slip that you can use at 7-Eleven or other participating stores to pay your rent in cash. This option charges a \$3.99 transaction fee with a \$1,500 maximum per transaction. **Personal checks or portal payments will not be accepted for late rent, late fees, or Notice fee payments.**

**Paper Checks and Processing Fee** Any payment made by paper check, paper cashier check, or paper money order will incur a Admin Fee-Paper Check Processing fee of \$10.00 per check, money order, cashiers check, or checks mailed to us via bill payment services offered by banks.

**To the extent of applicable law, regardless of any payment instruction written on or included with Tenant's payment, all monies accepted will first be applied to any outstanding balances on accounts including unpaid utility bills, late fees, posting fees, charge-backs of maintenance items, past due rent from previous month(s), and lastly will be applied to current rent due.**

**13. NOTICE FEES:** In the event it is necessary for Landlord to issue Tenant any notice under RCW 59.12 or 59.18. **Tenant shall be charged a Notice fee of \$50.00 for the preparation and processing of notice, plus reasonable expense of service if Landlord chooses to have a third-party agent such as a Sheriff Deputy or process server serve the notice.**

**14. SECURITY DEPOSIT:** Security Deposit will be deposited into Landlord's Security Deposit Account with Heritage Bank. All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows: A. Tenant shall occupy said premises for term agreed to in Item 2 on page one of this Agreement. B. Security deposit is hereby acknowledged as a deposit to protect the Landlord from damages caused directly or 3 indirectly by Tenant or Tenant's guests or invitees, as well as unpaid rent, late fees, unpaid utility bills, or any other charges which are the responsibility of the Tenant during his/her occupancy. Liability of Tenant Shall not be limited to said security deposit. **Security deposit shall not be**

**used as last month's rent.** Tenant shall clean, repair, and restore said property and return the same to Landlord in its initial condition, except for reasonable wear and tear, upon the termination of this tenancy and vacating the premises. A specific statement describing the condition of the premises upon move-in/possession (known as Move-in Condition Report, see addendums, Item 9 on page one of this Agreement) is attached.

**15. COLLECTIONS.** By signing this document, I understand and agree that if my account with Leading Edge Property Management becomes delinquent and payment is not made on amounts owing under the terms of my tenancy, and the balance is placed with a licensed collections agency, I agree to pay the fees of the collection agency.

**16. CONDITION OF PROPERTY:** Tenant agrees to return subject rental property in a clean and tidy condition upon Tenants surrendering subject rental property to Landlord. If necessary to clean the property or repair any damages, additional charges from hired vendors will be applied and charged to Tenant.

**Move-Out Property Survey Report - \$150.00 This charge is for us to conduct the final walk through and collection of data.** This pays for the move-out report showing the condition the property was left in.

**Make-Ready Coordination Fee for Cleaning or Repairs - \$200.00 This fee will be charged if Leading Edge Property Management must make additional arrangements to provide maid service, lawn service, or repairs to any damages done to the home that calls for repair because of tenant negligence. Receipts are kept for costs involved and can be provided to the tenant upon written request.** This fee is \$200 and is meant to cover the administrative cost in organizing this work on the tenant's behalf.

**17. MOVE-IN INSPECTION AND ACCEPTANCE.** Tenant acknowledges that the move-in condition report has been completed prior to lease signing. Tenant will receive a copy of their walk in condition report and will have five (5) days from their move in date to return the copy with any discrepancies. Failure to return condition report will be taken to certify that Tenant accepts property as is. Landlord assumes no pre-existing deficiencies.

**18. CARPET CLEANING FEE: Tenant shall be charged carpet cleaning deducted from Security Deposit at the prevailing market rate for general carpet cleaning. This will be deducted from the Security Deposit at move out.** Additional charges may apply for staining, excessive staining, pet odors (ozone machine treatments) and/or damages, flea treatments, etc. which will be deducted from Tenant's Security Deposit

**19. KEYS AND LOCKS:** Tenant shall be given a set of keys to property at move-in/possession. Upon termination of Tenancy, Tenant shall surrender to Landlord all keys to premises including mailbox keys and/or any remotes to property. **At move out, Tenant shall be charged the prevailing market rate for re-keying the property, even if Tenant has surrendered all keys.** If mailbox keys or remotes are **not** returned, Tenant shall be charged for the re-keying of the mailbox keys and/or the replacing of remotes.

**20. PETS:** There shall be no pets or animals of any kind (birds, mammals, fish, reptiles, etc) on the premises unless a pet addendum is attached hereto. See Item 7, page one of this Agreement. **If an unauthorized pet is to be found residing on the property, a 10-Day Notice To Comply or Vacate will be issued. In addition to notice fees, an Unauthorized Pet fee will be charged in the amount of \$500.00 (Five Hundred Dollars).** If Tenant is to make payment(s) on pet deposit (payments must be authorized and approved by Landlord), there will be an administration fee in the amount of \$95.00 (Ninety Five Dollars) due to Landlord at the time of signing pet addendum. **Landlord reserves the right to disallow any pet in Landlord's sole discretion.** Nothing in Item 20 shall require Landlord to approve of a pet or pet addendum, which shall be decided by Landlord on a case-by-case basis.

**21. UTILITIES:** Tenant is responsible for all utilities, including regular garbage collection. Tenant bears the responsibility of contacting all utility companies prior to taking possession of the property and switching utilities into their name; effective the commencement date of this Agreement. Tenant bears the responsibility of payment for ALL utilities, for the entire duration of this Agreement, and any extension or renewal thereof, except (if listed); Tenant pays all Utilities. If the Property operates on propane or oil tank, the level/percentage of propane/oil at move in will be documented on the Property Condition Report provided to Tenant on the commencement date of this Agreement. Tenant is required to fill the tank to pre-existing level upon move out. If tenant does not establish utility billing accounts in Tenant's name by possession (see page one, line "utilities"), **Tenant will be charged a fee of \$25.00 for every invoice that must be back-billed to the tenant's ledger account and collected by Landlord.** If Tenant fails to pay any utility on time and utility company puts billing account back into owner name (example: water/sewer company), Leading Edge Property Management and Real Estate, LLC will bill any such utilities to Tenant's account, and there will be an administrative fee of \$25.00 per billing cycle, payable to Leading Edge Property Management. **Landlord may also pursue any remedy authorized under RCW 59.12 and RCW 59.18.**

**22. MAINTENANCE BY TENANT:** Tenant shall keep premises in a clean, neat, and sanitary condition. Tenant shall not intentionally or negligently destroy, deface, impair, or remove a part

of the premises, its appurtenances, facilities, equipment, furniture, furnishings, appliances or fixtures, nor permit any member of family, invitee, licensee, or other person connected to Tenant to do so. Tenant shall maintain all electrical, plumbing, heating (example: maintain furnace filters & fridge filters), appliances, and other facilities supplied by Landlord in good working order. Tenants will replace any glass of all windows as may become cracked or broken. Tenants will maintain lawn, including watering and mowing, and the landscaping and shrubs, and keep all flower beds weed free. **Tenant shall notify Landlord in writing via Tenant Portal and/or website maintenance request form, of any needed maintenance or repair including but not limited to, roof, floors, walls, foundation, and mechanical, electrical and plumbing systems. Any requested repair(s) that are found to be caused by Tenant and/or Tenant's guests will be charged back to Tenant. An administrative fee of \$25.00 will be charged by Landlord for each invoice requiring charge-back to Tenant. Tenant is also responsible to take reasonable care to protect against frozen pipes or clogged plumbing and to remove all exterior hoses and install Styrofoam covers on all exterior faucets during the late Fall months.** Tenant shall properly dispose of all rubbish, garbage, waste, and yard debris. **In the event Tenant fails to maintain Lawn and/or Landscaping, Landlord reserves the right to have the property professionally maintained and bill Tenant accordingly. Should Landlord be required to hire a landscaper, there will be an administrative fee, payable to Landlord, of \$95.00 charged to Tenant, plus fee charged by Landscaper. Tenant shall not make repairs or have repairs made without prior written authorization of Landlord.** Tenant shall not permit a nuisance or common waste.

**HOA & Lease Violation Administration Fee - \$25** This fee will be charged anytime the homeowner or Leading Edge Property Management receives a letter for rule enforcement from the Homeowner's Association (HOA), and/or tenant has violated a condition of the lease agreement. This fee is in addition to any fine charged by the Homeowner's Association. **The most common examples are the lawn needing to be mowed and edged (tenant responsibility), the garbage cans left in sight from the street on non-garbage pickup days, unauthorized boats or trailers parked in the driveway or on the street, HVAC filters not being changed quarterly, unauthorized pet on the property, unauthorized trampolines, etc.**

**If Leading Edge Property Management must reinspect property for a Tenant's lease violation or not allowing Landlord access for a scheduled inspection, Tenant will also be charged a \$150.00 inspection fee per occurrence.**

**23. A/C AND HEATING SYSTEM FILTER PROGRAM: TENANT** is responsible for replacing all A/C and heating system filters at the property on a quarterly basis. The only filters to be used at the property will be provided by LANDLORD and will be mailed directly to the property approximately every 90 days. **TENANT shall properly install the filter that is provided within two (2) days of receipt. TENANT hereby acknowledges that the filters will be dated and subject to inspection by LANDLORD upon reasonable notice to verify replacement has been timely made. If upon investigation of HVAC unit, periodic walk through, and/or move out condition report, Landlord and/or their agent, finds Tenant**

**has not replaced the filter(s), an admin fee of \$50.00 will be charged to Tenant. If at the time of the walk through the furnace is blocked and/or the filter is not accessible, an admin fee of \$100 will be charged to Tenant.** If at any time TENANT cannot properly or timely install a filter TENANT shall immediately notify LANDLORD in writing. TENANT's failure to properly and timely replace the filters is a material breach of this agreement and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT and TENANT shall be liable to LANDLORD for all damages to the property, A/C or heating system.

**24. ALTERATIONS:** Tenant shall not alter the premises in any way without written permission from the Landlord. Hot Water Tanks shall not be adjusted above 120 degrees.

**25. TENANT'S OBLIGATIONS: In addition to the duties of Tenant enumerated in RCW 59.18.130, Tenant Obligations are as follows:** A. to assume all costs of extermination and fumigation for infestations caused by Tenant. B. Not to permit non-working vehicles on premises unless in garage. C. Unless it is an emergency, all maintenance requests are to be submitted to Landlord in writing through the Leading Edge online system. **D. No trampolines are allowed on the Property.** **E. Tenant understands NO Smoking (smoking defined as any burned substances that are inhaled) is allowed inside the residence, including garage. Upon move-out of premises, if smoking has occurred inside the unit, additional move-out charges may apply (such as: painting, odor repair, carpet replacement, etc.)** F. Tenant understands No Signage and/or Signs of any kind, anywhere on the property is allowed without the written permission from Landlord. **G. Satellite Dishes are NOT to be secured through the Roof or through the Siding. If they must be removed by the Landlord, the move out fees described in Section 16 will be enforced.** H. Tenant is responsible to conduct themselves in a manner that will not interfere with the neighbor's peaceful enjoyment of their properties. Tenant is responsible for their guests and all other person's connected to Tenant. I. Tenant agrees not to make alterations or do or cause to be done any repairs/maintenance, painting, or wallpapering to said premises without the prior written consent of the Landlord. J. Tenant shall not keep or have on the premises anything that is dangerous, flammable, or explosive that might reasonably increase the danger of fire.

**26. SMOKING, VAPING, AND MARIJUANA:** Marijuana and Tobacco. The parties agree that it shall be a breach of this lease for Tenant to grow, cultivate, raise, extract, or use marijuana on or in the Premises or for Tenant to sell, dispense, become a dispenser, extractor or user of marijuana, regardless of whether Tenant has or is licensed to do so and regardless of whether Tenant has been granted the right to supply or provide marijuana to persons in need of the same. The growing, cultivation, raising, extraction, dispensing or use of marijuana is a violation of this lease and will subject Tenant to eviction and or any other remedy available to Landlord pursuant to this lease. Smoking, vaporizing, or other consumption of Marijuana or Tobacco in the Premises is not allowed. Violation of this policy is a breach of the lease. If unit is found to be violated by smoke or vapor, Tenant will incur costs to remediate the smoke or vapor from the



unit which may include but not limited to painting the entire unit and removing and replacing fixtures as necessary.

**DRUG-FREE HOUSING & ILLEGAL USE** (a) Tenant, any member of Tenant's household, or a guest or other person under the Tenant's control shall not engage in any criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)). (b) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, on or near property premises. (c) Tenant or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. (d) Tenant or members of the household WILL NOT ENGAGE IN THE MANUFACTURE, SALE, OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION, whether on or near property premises or otherwise. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control, SHALL NOT ENGAGE IN ACTS OR VIOLENCE OR THREATS OF VIOLENCE, including, but not limited to, the unlawful discharge of firearms, on or near property premises. (e) Tenant shall not use the property for any illegal purposes. Any activity on the property that violates Federal, State, or local law may be grounds for eviction; even if you are never criminally prosecuted. It is your responsibility to be aware of what activity is prohibited by law, and to avoid such conduct on the property. With the passage of 1-502, effective December 6, 2012, Washington State law now allows persons over 21 years of age to possess a limited amount of marijuana under certain circumstances. State law now also allows the growing and sale of marijuana under limited circumstances and with a special license. However, it is still a crime under Federal law to possess, grow, or distribute marijuana. That means you can still be evicted and charged all costs and expenses, including attorney fees, for possessing, using, growing, selling, dealing, or distributing marijuana in any amount on the property, even if you have a medical marijuana permit or distribution license under State law. **(f) VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by a preponderance of the evidence. (g) In case of conflict between the provisions of this Addendum and any other provisions of the lease, the provisions of the Addendum shall govern.

**27. CONTROLLED SUBSTANCES:** Tenant will not allow distribution, manufacture, or usage of controlled substances on the premises. "Controlled Substances" is defined herein the same as is defined in chapter 69.50 RCW. Tenant shall not be allowed to cultivate marijuana.

**28. ASSIGNMENT:** Tenant may not assign this Agreement or any part thereof

**29. SUB RENTING:** Tenant may not sub-rent or sub-lease the premises.

**30. TENANT'S INSURANCE:** Tenant is to **provide and hold renter's insurance for Tenant's personal property to include inside premises and outside, and to include vehicles. Proof of said insurance is to be supplied by Tenant to Landlord. Tenant will provide proof of insurance 3 (three) days upon request.** Tenant acknowledges and is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord's insurance will not cover Tenant's possessions or vehicles and this includes, flood, fire, or any other cause. It is important that the Tenant understands that neither the Landlord nor the Owner's insurance company is liable for any of the Tenant's personal property, nor is the Landlord or the Owner's insurance company responsible for putting the tenant up in a different location if their property becomes temporarily uninhabitable. If the provided refrigerator malfunctions, the Owner is responsible for the repair costs to the home, but not for any of your personal possessions. Renter's Insurance is very inexpensive and should be considered. Additionally, Tenant is advised to extend their Insurance Policy to include coverage of Owner's property in the event loss or damage to the Premises occurs. Tenant is hereby notified that in the event of a loss or damage to the Premises or the property within, due to Tenant negligence or malfunction of Tenant's property, (such as washing machine), Tenant is responsible for all damage and loss to the Premises to include but not limited to: cleanup, repairs, replacement expenses to restore Owner's Property and Premises to original condition. Common examples are Tenant supplied washing machines that leak causing water loss and Tenant caused fires due to carelessness with cigarettes and other combustibles.

**31. DAMAGE OR DESTRUCTION OF PREMISES:** Tenant is responsible for all damage caused to the premises as a result of the negligence of Tenant or Tenant's guests or invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage thereby, regardless of whether the breakage or damage was caused voluntarily, or involuntarily, or from vandalism. In the event the subject property is rendered uninhabitable by fire or other casualty, this Agreement is automatically cancelled, and rent paid in advance will be refunded, provided the fire or other casualty is not due to intent or negligence on the part of Tenant or Tenant's guests or invitees. Tenant is to hold Landlord harmless for and including Natural Disasters and Acts of Nature. **Tenant is responsible for insurance of his/her own possessions.**

**32. ACCESS:** In accordance with the WA State Landlord Tenant Act, Tenant agrees to allow Landlord and/or agents and/or employee's the right to enter the premises at reasonable hours, after notices, for inspection, repairs, and improvements to supply services, to exhibit to prospective buyers/tenants and for other reasonable purposes. Landlord and or agent may enter the premises without Tenant's consent in the event of an emergency. **Should a re-inspection of unit be required by Landlord, a fee of \$150.00 will be assessed to Tenant for each required re-inspection.**

**33. EMERGENCY PROCEDURES:** In the event an emergency affecting the premises arises AFTER Business Hours, Tenant shall contact Landlord immediately by **calling 800-488-0952 (EZ Repair Hotline answering service).**

**34. INCARCERATION, DEATH, OR INCAPACITY OF TENANT:** In the event of the incarceration or death of the Tenant, if the affected Tenant is the sole Tenant, this Lease shall terminate. In the event of the incapacity, incompetency or inability to care for himself or herself of the sole Tenant, or the primary wage earner, if there are multiple Tenants, a reasonable accommodation request may be submitted and if approved, this Lease shall terminate with a 2-day notice. In any of the foregoing circumstances, the Tenant hereby authorizes the person(s) listed on the Emergency Contact Addendum to enter the premises and remove the Tenant's personal property. In the event of a death, the Tenant's duly appointed Personal Representative (executor) shall also have such authority. In the event the Tenant(s) wish to change the emergency contact, the Tenant(s) must notify the Landlord in writing.

**35. INDEMNIFICATION:** Tenant agrees to indemnify and hold Landlord harmless in any incident relating to personal injury, death, property damage, or other incident occurring in or around the subject property (including yard, street, parking lot, etc.), provided that the incident is the result of negligence or willful misconduct of Tenant or Tenant's guests, agents, employee's, or invitees.

**36. ASSIGNMENT OF AGREEMENT:** Should Owner change management companies or sell the property, Tenant authorizes Landlord to assign this Agreement to the new owner or Management Company, less any fees owed to Landlord as described in this Agreement and hold Landlord harmless from that assignment date and forward.

**37. ONLINE PORTAL AND TEXT MESSAGING AND RENT PAYING:** Your tenant portal is used to pay rent as well as submit maintenance requests. It is a great way to communicate with our offices. Online payments are encrypted using bank-grade security. Your charges are immediately marked as paid. You can pay your rent from anywhere with your mobile device. The payment methods are flexible. Maintenance requests submitted online ensure the fastest response and allow for the best tracking of the issue(s) and progress.

**PAYING RENT ONLINE: E-Check (100% free to you!)** There is no charge to pay rent using the E-Check method. Enter your bank routing and account number in your secure Online Portal to pay rent or any other charge directly from your checking or savings account.

**Credit or Debit Card** Use your debit or credit card to pay rent or any other charge through the secure Online Portal. An online convenience fee applies and is charged by the system. The system will disclose the amount of the fee once you enter the card information.

**Electronic Cash Payments** If you choose this method, we will provide you with a reusable PaySlip that you can use at 7-Eleven to pay your rent in cash. This option charges a \$3.99 transaction fee with a \$1,500 maximum per transaction.

**Paper Checks and Processing Fee** Any payment made by paper check will incur a Paper Check Processing fee of \$5.00 per check, money order, cashiers check, or checks mailed to us via bill payment services offered by banks.

**38. TELEPHONE NUMBERS AND EMPLOYMENT.** Tenant agrees to furnish to Landlord a working telephone number at the time of occupancy. Tenant also agrees to furnish Landlord any change in employment and employment phone numbers and to provide Landlord with new phone numbers immediately if they should change.

**39. VEHICLES AND PARKING:** Vehicles of any kind shall not be parked in any area other than the driveway, designated parking space, or RV/Boat access (if applicable). Vehicle and engine repairs, no matter how minor, must be made within the allotted parking space. Vehicles leaking oil or gasoline must be removed from the Property until repaired. Vehicles in obvious disrepair, inoperative or unregistered are not to be parked on or in front of the Property, and will be towed at the Tenant's expense. Tenant agrees to notify the Agent/Owner of any illegal or unauthorized vehicles(s). Vehicle washing is not allowed on the Property, except when the Tenant is responsible for the payment of the water bill.

**40. COSTS AND ATTORNEY FEES:** If any lawsuit, legal action or proceeding, or any other collection action is taken to enforce this Agreement, the prevailing party in said lawsuit, action or

proceeding shall be entitled to its reasonable attorney's fees, court costs and any other expenses of collection.

**41. NEIGHBORHOOD CCR'S:** All Tenants are to follow the HOA CCR's for the specific neighborhood and/or building in which they reside. Any violation of said CCR's could result in violation notices and/or fines from the HOA and from Landlord, as cited in paragraph H of this Agreement.

**42. NON-WAIVER OF BREACH AND SEVERABILITY:** The failure of Landlord to insist upon the strict performance of any term of this Agreement or to exercise any option herein conferred in any one of more instance, shall not be construed as a waiver or relinquishment of any such term or option, but the same shall remain in full force and effect. Landlord's acceptance of rent shall not waive Landlord's right to enforce a prior or continuing breach. Landlord's acceptance of rent after issuing a notice pursuant to RCW 59.12 or RCW 59.18, or any other notice, shall not be construed as a waiver of said notice. If any clause or provisions 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 affected thereby.

**43. WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER.** We fully comply with the Federal Fair Housing Act. We do not discriminate against any person because of race, religion, sex, handicap, familial status, color, or national origin. We also comply with all state and local fair housing laws.

**44. ENTIRE AGREEMENT:** No oral agreements have been made. This contract is the entire Agreement between the parties, and it may be modified only in writing, signed by all parties.

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

TENANT \_\_\_\_\_ DATE \_\_\_\_\_

LANDLORD/AGENT \_\_\_\_\_

LEADING EDGE PROPERTY MANAGEMENT AND REAL ESTATE, LLC

**LEADING EDGE PROPERTY MANAGEMENT AND REAL ESTATE, LLC**

823 N 4th Street, Mount Vernon, WA. 98273

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