STATEMENT OF CONDITION AND CLEANLINESS AND EXISTING DAMAGE TO PREMISES AND FURNISHINGS

The premises contain the following defects, damages and physical conditions at the commencement of the tenant occupancy:

1. Walls:

2. Floors:

3. Countertops:

4. Carpets:

5. Drapes:

6. Windows:

7. Doors:

8. Furniture:

9. Appliances:

10. Plumbing, heating, electrical:

11. Yard, plants, shrubbery:

12. Other:

Dated: _____ I acknowledge receipt of a copy hereof.

Landlord	Tenant(s)
By	

Statement of Condition and Cleanliness and Existing Damage to Premises and Furnishings
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MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER

RESIDENTIAL RENTAL AGREEMENT AND SECURITY DEPOSIT

THIS AGREEMENT is made this _____ day of _____, _____ between _____, hereinafter designated the Landlord, and _____, hereinafter designated the Tenant(s). The said Landlord does hereby rent unto the said Tenant(s) the residence situated at _____, in the City of _____, _____ County, State of _____, of which the real estate is described as follows (legal description of property):

upon the following terms and conditions:

1. **Term:** The premises are rented for a term of ____ month(s), commencing the _____ day of _____, _____and terminating ☐ the _____day of _____, _____. ☐ indefinitely thereafter.
2. **Rent:** The Tenant shall pay rent in the amount of $_____ per month for the above premises on the _____ day of each month in advance to the Landlord. There shall be a late charge of $_____ for any rent payment received after the _____ day of the month.
3. **Utilities:** Tenant shall pay for service and utilities supplied to the premises, except _____ which will be furnished by the Landlord.
4. **Sublet:** The Tenant agrees not to sublet said premises nor assign this agreement nor any part thereof without the prior written consent of Landlord.
5. **Tenant's Obligations:** Tenant shall:
   (a) Keep said premises in a clean and sanitary condition.
   (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant.
   (c) Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances.
   (d) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of his family, invitee, licensee or other person acting under his control to do so.
   (e) Not to permit a nuisance or common waste.
   (f) Maintain all smoke detection devices in proper operating condition, according to manufacturer's recommendations and including replacement of batteries where applicable, subject to penalty of a fine pursuant to R.C.W. 48.48.140 (4) in a sum of up to $200.00.
6. **Maintenance of Premises:** Tenant agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon on good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions; to replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use precaution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby.
7. **Alteration:** Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.
8. **Use of Premises:** Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Tenant agrees to conform to municipal, county, and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises. Landlord shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.
9. **Landlord's Obligations:** Landlord shall:
   (a) Immediately notify Tenant, by certified mail or updated posting, of any changes as to the person or address of the Landlord.
   (b) Maintain all structural components in good repair and provide reasonably adequate locks and keys.
   (c) Keep common areas reasonably clean and safe from defects increasing the hazards of fire or accident and provide for trash removal and adequate heat and water to the premises.
   (d) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy, provided however, that Landlord shall not be held responsible where infestation is caused by the Tenant.
   (e) Maintain all electrical, plumbing, heating and other facilities and appliances supplied by him in reasonable good working order.
   (f) Equip each dwelling unit with a smoke detection device as required by law, subject to Tenant's responsibility to maintain such.
10. **Access:** Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty (30) days prior to the vacation of said premises. Landlord reserves the right to access to the premises for the purpose of:
    (a) Inspection
    (b) Repairs , alterations, or improvements.
    (c) To supply services, or
    (d) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. Access shall be a reasonable times except in the case of emergency or abandonment.
11. **Surrender of Premises:** In the event of default of any installment of rent or at the expiration of said term of this agreement, Tenant will quit and surrender the said premises to the Landlord. If this agreement is for an indefinite time, termination shall be by written notice of at least twenty (20 days, preceding the end of any such monthly rental period, given by either party to the other.
12. **Costs and Attorney Fees:** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which premises are situated.
13. **Security and Damage Deposit:** The Tenant has deposited the sums of $_____, as security deposit and $_____, as damage deposit receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with _____ Bank, savings and loan association or licensed escrow, _____ branch, whose address is _____.

    Interest on the deposit shall belong to ☐ Landlord ☐ Tenant(s).

    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 fully perform obligations hereunder and those pursuant to Chapter 59.18 Revised Code of Washington, or as such may be subsequently amended.
    (b) Tenant shall occupy said premises for the term agreed to above.
    (c) Tenant shall clean, repair, and restore said residence and return same to the Landlord in its initial condition, except for reasonable wear and tear upon the termination of this tenancy and vacation of residence. A specific statement describing the condition of the premises at commencement of the tenancy is attached.
    (d) Tenant shall surrender to the Landlord the keys to the premises.

    Any refund from deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination of this tenancy and vacation of the premises.
14. **Non-Refundable Fees:** The sum of $_____ is to be retained by the Landlord as a non-returnable fee for _____ and is in addition to the security and damage deposit but not a part thereof.
15. **Additional Terms:** If any, attached hereto or on the reverse side hereof, are made a part of this agreement by reference and are described as follows

(If this agreement is for over one (1) year, an acknowledgement by the Landlord/Tenant must be attached)

IN WITNESS WHEREOF, the Tenant(s) and Landlord, or this agent, each hereunto sets his hand.

Landlord	Tenants
By	
Address	