



# AROUND THE CLOCK, INC. CRMC®

a certified residential management company

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## APARTMENT/CONDOMINIUM AGREEMENT

BY THIS AGREEMENT, signed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ AROUND THE CLOCK, INC. CRMC® Agent for Owner (Lessee) hereby leases to

(Tenant), and Tenant hereby leases from Lessor's Agent, the Apartment/Condominium located at \_\_\_\_\_, Parking stall(s)

# \_\_\_\_\_, Storage Locker # \_\_\_\_\_ upon the following terms and conditions hereto:

**1. USE AND OCCUPANCY:** Tenant may not assign this Agreement, sublet the premises, give accommodations to any roomer/lodgers, or permit the premises to be used for any purpose other than a private dwelling solely for Tenant and the Tenant's family, consisting of the following persons:

GUESTS REMAINING MORE THAN THREE (3) WEEKS, MUST FILL OUT AN APPLICATION AND BE APPROVED BY LESSOR'S AGENT.

**2A. TERM: THIS IS A TENANCY FROM MONTH TO MONTH,** Commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Tenant understands there will be no refund of the SECURITY DEPOSIT if occupancy is less than six full months. Tenant acknowledges and understands that to TERMINATE TENANCY, WRITTEN NOTICE MUST BE GIVEN TO LESSOR'S AGENT TWENTY (20) DAYS PRIOR TO THE END OF THE MONTHLY TERM. Tenant understands that occupancy is on a month-to-month tenancy running from the first day of each month, to the last day of each month. Landlord may terminate tenancy by delivering to the Tenant a written notice at least TWENTY (20) DAYS PRIOR TO THE END OF A MONTHLY TERM.

**2B. TERM: THIS AGREEMENT SHALL BE FOR A LEASE TERM,** commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and concluding on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Unless otherwise agreed upon in writing by the parties hereto, continued occupancy by the Tenant after the stated time shall then revert to a month-to-month tenancy and shall not constitute a renewal of the lease. Early termination of this Agreement shall constitute violation of said lease, therefore breaking the lease. The Tenant then will be responsible for the rent until a new, qualified Tenant takes possession of said property, and begins paying the rent and/or until the end of the term. In addition, the Tenant shall be responsible for paying Lessor's Agent's Lease fees to secure the new Tenant for the remaining term of the lease. The Tenant's deposit and last month's rent, if applicable, will be refunded only after the rent is collected from the new Tenant, less any expenses, and pursuant to Paragraph #11 (Security/Damage and Cleaning Deposit).

**3. RENT: THE RENT SHALL BE \$ \_\_\_\_\_ PER MONTH, PAYABLE IN ADVANCE AND TO BE RECEIVED BY AGENT AT 716 West Meeker St., Suite 101, Kent, WA 98032, ON OR BEFORE THE FIRST DAY OF EACH MONTH.** Lessor's Agent may, in writing, direct payment to another location. Rent reimbursements to the Tenant are processed as an expense, and may not be deducted from the rent. All reimbursements must be approved in advance by Lessor's Agent. They must be identified with Tenant's name, address, amount due, and remitted to Lessor's Agent. A check will be sent to Tenant for the reimbursement. REIMBURSEMENTS CANNOT BE DEDUCTED FROM THE RENT. If anything is deducted from the rent by Tenant, the amount received will be considered as a partial rent, and subject to late fee charges.

**4. LATE FEES:** If the Tenant fails to make any rental payments on the first day of each month or within four (4) days after the due date, the Tenant shall be assessed late charges of FIVE DOLLARS (\$5.00) per day, for each day delinquent, accruing from the first day of the month. If the late fees are not paid along with your next month's rent payment the late fees will be deducted from the payment you make. The outstanding rent owing will then be considered delinquent and will be subject to late fees until the amount owing is paid in full. Such amount, if unpaid, may be deducted by Lessor's Agent from the Security/Damage deposit amount pursuant to Paragraph #11 herein.

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**5. PAYMENT RESTRICTIONS:** Payment must be made in cash, cashiers check or personal check if such personal check is imprinted with Tenant's name, and current address and telephone number. When paying with a personal check, Lessor's Agent will accept only one (1) check for the full amount of the rent. Checks from several residents for the same property, two party checks and out of state checks will not be accepted for payment of rent. An NSF check returned to us by the bank WILL NOT BE RE-DEPOSITED UNDER ANY CIRCUMSTANCES. Upon demand, a money order and/or cashier's check must be remitted for the amount of the check, along with the NSF fee charges. As long as we receive it within two (2) days of being notified no late fees will be charged otherwise the rent is not paid and subject to late fees. If late fee charges are not paid, there will be an outstanding balance due and your next payment will be deducted from this balance. By the next month any remaining balance due will be considered delinquent rent and assessed late fees as per this section. If a check is returned to Lessor's Agent for any reason including insufficient funds twice in 6 months or 3 times in one year, Agent will require all future payments to be in cash, cashiers check or money order.

**6. NSF FEE:** If any check tendered by Tenant is returned due to insufficient funds, the Tenant shall pay a fee of FIFTY DOLLARS (\$50.00). This amount, if unpaid, may be deducted by Lessor's Agent from the deposited amount pursuant to Paragraph #11 herein.

**7. SERVICE FEE:** If the Tenant fails to make a rental payment when due and/or to perform any other obligation of the Agreement, and the Lessor's Agent prepares for service a statutory notice, Tenant agrees to pay Lessor's Agent the sum of \$75.00. This amount, if paid, may be deducted by Lessor's Agent from the Security/Damage deposited amount pursuant to Paragraph #11 herein.

**8. AGENT AUTHORITY TO SERVE NOTICES:** Lessor's Agent may give the following notices as circumstances may warrant:

- a. Ten (10) day Notice to comply with any terms of this Agreement or to vacate the residence;
- b. Three (3) day Notice after a default in the payment of rent, the pay rent in full, or vacate the residence.
- c. Three (3) day Notice to vacate the residence for committing a waste upon the residence, setting up or carrying on, any unlawful business, or permitting or maintaining a nuisance on or about the premises.

**9. ATTORNEY FEES AND COSTS:** If Lessor's Agent refers to an attorney on any matters pertaining to this Agreement, its construction or enforcement, Tenant agrees to pay said attorney fees and costs, regardless if the matter is pursued to judgment. Tenant further agrees to pay any such attorney fees and costs should legal action become required. This amount if unpaid, may be deducted by agent from Security/Damage deposited amount pursuant to Paragraph #11 herein.

**10. ADVANCE PAYMENT OF RENT:** The parties will acknowledge the deposit by Tenant with Lessor's Agent of \$\_\_\_\_\_. Said sum should be applied to rent for \_\_\_\_\_, \_\_\_\_\_, notwithstanding any earlier termination of this tenancy or Tenant's failure to complete terms of this Agreement. If the lease term is renewed and rental increase occurs, Tenant agrees to pay at that time the additional amount to bring last month's rental deposit to the new rental amount.

**11. PETS AND ANIMALS:** Tenant shall not keep or allow upon the premises any pets or animals without the written approval of Lessor's Agent, and a signed Pet Addendum attached to this Agreement herein. The parties have agreed that the following pet/animal may be kept on the premises:

\_\_\_\_\_  
Tenant shall immediately remove any pet/animal which the Lessor's Agent requests to be removed from the premises. Tenant hereby agrees that if any damage is done in excess of the \$\_\_\_\_\_ on deposit, Tenant will at their expense, replace or repair said damages. The carpets will be professionally cleaned and/or exterminated at Tenant's expense. The pet deposit may be held for longer than the 14 days to assure that no fleas are present, however in any case, will be accounted for within 30 days after vacating the premises. An amount of \$\_\_\_\_\_ will be held non-refundable.

**12. SECURITY/DAMAGE AND CLEANING DEPOSIT:** The parties acknowledge the deposit by Tenant with Lessor's Agent of \$\_\_\_\_\_ as Security/Damage Deposit. Said funds are to be deposited by Lessor's Agent at Columbia Bank, Kent WA 98032. Within fourteen (14) days after the termination of the tenancy and/or vacating of the premises, the Lessor's Agent shall mail to the Tenant's last known address, a full and specific statement of the basis for retention of any or all of the Security Deposit, together with payment of any refund due to the Tenant. These funds, or a portion thereof, may be retained by Agent upon the following terms and conditions:

- a. Tenant shall comply with applicable terms and conditions of this Agreement and shall perform all obligations herein.
- b. Tenant shall comply with applicable terms and provisions of the Washington Residential Landlord-Tenant Act.

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c. Tenant acknowledges receipt of an inspection form that is filled out at time of move-in with the Lessor's Property Manager. Tenant shall keep said premises in good condition throughout the term of this agreement. Normal wear and tear resulting from ordinary use of the premises excepted. The Tenant agrees to surrender the premises to the Lessor's Agent in a neat, clean and orderly condition, to make all late payment charges provided for in this Agreement, and to pay any and all utility charges in accordance with this Agreement. Lessor's Agent may expend or withhold as much of the Security/Damage and Cleaning Deposit as he/she deem necessary to pay past due rent or charges and to repair or clean the said premises to restore it to its original condition. Unless otherwise agreed upon the agent will arrange to have the carpets professionally shampooed at the end of the tenancy. Said expense will be deducted from the deposit.

d. Pets are not allowed without written permission. If permission is given a pet deposit or non-refundable fee will be required. Once permission has been given the pet deposit or non-refundable fee must be paid within 15 days. Tenant shall be responsible to repair any and all damage to the premises caused by said pets.

e. Tenant shall surrender to Lessor's Agent the keys to the premises at the time of termination of the tenancy or when premises are vacated, whichever is earlier. If such surrender does not occur at the required time, Lessor's Agent may hire a locksmith to change the locks at the Tenant's expense and charge Tenant a per diem rental fee until the premises becomes available for new occupancy. Tenant fully understands that the keys are not to be left in or on the premises, and if tenant is not going to be present for the move-out inspection must be returned to the office of the Lessor's Agent. The surrender of keys to Lessor's Agent shall constitute the vacating of the premises.

f. Tenant shall cause no liens of record to be placed upon said premises, and Tenant shall at termination, produce evidence of current receipts for all utilities that could be a lien on the property.

**13. NON-REFUNDABLE FEES:** The parties acknowledge that a deposit by Tenant with Lessor's Agent of \$ \_\_\_\_\_ as a non-fundable fee for the following stated purposes:

**14. INSPECTION REPORT:** Tenant accepts this residence in its present condition and acknowledges and agrees that said residence is clean and in good repair excepting those items listed in the Move-In/Move-Out Inspection Report which is dated and signed by both parties. A copy is included with this agreement.

**15. TENANT' OBLIGATIONS:**

a. UTILITIES: Tenant will pay, when due, all utilities except for the following:

The Tenant also is obligated for all utilities until the last day of tenancy. Vacating the premises before the end of the tenancy does not eliminate this responsibility.

b. NOISE-ABATEMENT: Tenant will see to it that the use of any radio, TV, phonograph, or musical instrument, in or about said premises, is such as not to annoy neighbors and/or other tenants. Tenants in upper-level apartments shall be cognizant of noise created by their movements around the apartment and to have regard for other tenants.

c. ALTERATIONS AND REPAIRS: Tenant shall not paint, alter, repair or perform work to the premises unless specifically requested by tenant in writing and approved by Lessor's Agent. Unless specifically agreed by agent in writing all work authorized by agent shall be at the expense of the tenant. Said work shall become part of the premises and may not be removed by Tenant at end of tenancy. Tenants will be allowed to drive small nails of reasonable size and number into the walls for purpose of hanging pictures. Molly bolts and screws are prohibited. Tenant shall remove all nails, fill in all holes wiping the wall clean, restoring the walls to their original condition prior to vacating the premises

d. OPERATION OF APPLIANCES: tenant shall properly use and operate all electrical, gas, heating, and plumbing fixtures as well as appliances supplied by the Owner on the premises.

e. PARKING: Vehicles may only be parked in the designated parking space(s) assigned to said unit; visitors must park in designated visitor parking only. Vehicles must be parked on graveled or paved surfaces which are part of the property. At no time can vehicles or trailers be parked on, or driven on the lawn.

f. MAINTENANCE: Tenant shall make such simple repairs as might be necessary from time to time on the premises. Such as:

(1) BROKEN GLASS: Tenant shall promptly replace any glass which is broken as a result of the Tenant and /or his/her guest(s).

(2) APPLIANCES: Tenants shall promptly repair any appliances if malfunction was caused by Tenant.

(3) UTILITY SYSTEM: Tenant shall protect the plumbing system from freezing and maintain the heating system, which includes regular changing of the furnace filters if applicable. Space wall heaters and fireplaces may not be used as main sources of heat.

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**(4) USE OF LAUNDRY:** Washing laundry and maintaining a washing machine within the apartment units is prohibited, unless the unit has washer/dryer hookups. If such hookups exist, Tenant is obligated to maintain said hookups and to take full responsibility for any damages caused by Tenant's neglect. Tenant shall not use bath tub, basin or kitchen sink for washing laundry. Damage to the plumbing equipment resulting from this or any other abnormal use of this equipment shall be repaired at the expense of the Tenant. Use of the laundry facilities shall be limited to washing of linen and clothing. No cleaning with flammable materials or dyeing will be permitted. The laundry room may only be used during designated hours. Tenant shall clean lint filter in dryer after each use and clean up any spilled soap around washer or on the floor. Tenant shall throw all empty containers and used fabric softener sheets in the trash can provided. Lessor's Agent is not liable for loss of Tenant belongings left in laundry room.

**(5) COMMON AREAS:** Outside and in shared areas, Tenant is responsible for his/her belongings per paragraph #9 Tenant must make their best effort to assist in keeping these designated areas free of waste.

**(6) WINDOW COVERINGS:** No Venetian blinds, awnings, draw shades or non-conforming curtains and/or draperies shall be installed on exterior of windows without the written consent of the Owner Lessor's Agent.

**(7) DISPOSAL OF WASTE:** Tenant shall keep the premises clean and sanitary, free from all rubbish, garbage, and other organic or flammable waste.

**(8) STORAGE:** Construction material, equipment, car parts, and other personal property are prohibited from being stored outside the premises. They must be kept in a garage or storage unit. Firewood is permitted in designated areas only.

**(9) VEHICLE REPAIR:** All vehicle repairs must be done inside the garage. Inoperable vehicles may not be parked on the property. Vehicles on blocks are prohibited.

**(10)** Tenant will hold Lessor's Agent and Owner harmless from any injury caused by use of any maintenance equipment left on the premises.

**g. WATERBEDS:** Tenant shall not use a waterbed of any description without proof of waterbed insurance coverage, and an attached watered addendum hereto is required.

**h. CODES, COVENANTS, AND REGULATIONS:** Tenants shall comply with all applicable regulations governing the occupancy of the premises. This includes: State, County, Municipal, and Homeowner's Association codes, covenants and regulations.

**i. DESTRUCTION:** Tenant and/or guest(s) of said Tenant, shall not destroy, deface, damage, impair or remove any of the property supplied by the Owner of the premises.

**j. NUISANCE OR COMMON WASTE:** Tenant shall not permit a nuisance or common waste to occur on the premises or permit or engage in any activity other than that of a apartment/condominium. Tenant covenants that he will not carry on or permit at said premises any nuisance, use the same or allow the same to be used for any illegal or immoral purposes, or violate the law of the State of Washington or any ordinance of the city wherein said premises are located.

**k. DANGEROUS CONDITIONS:** Tenant shall immediately notify the Lessor's Agent of any dangerous condition which might lead to the impairment of the premises' value.

**l. RESTORATION:** Tenant shall, prior to termination of the tenancy, restore the premises to its initial condition, excepting ordinary wear and tear, and immediately return to the Lessor's Agent all keys to said premises.

**m. INDEMNIFICATION:** Tenant shall defend, indemnify and hold Owner and/or Lessor's Agent for the Owner harmless from any claims arising out of actions of Tenant, Tenant's family, their agents and/or assigns.

**n. MAILING ADDRESS AND CHANGE OF PHONE NUMBERS:** If Tenant uses a Post Office Box to receive mail, or a different mailing address rather than the rental property described herein, the Tenant must notify the Lessor's Agent in writing so that mail sent from the office reaches the Tenant. If Tenant changes home or work phone numbers, Tenant shall advise Lessor's Agent of the new telephone numbers.

**16. AGENT/OWNER OBLIGATIONS:** Owner agrees to maintain the premises according to the laws of the State of Washington, and Federal agencies. However, if a defective condition was caused directly or indirectly by the Tenant, his/her family, guest, licensee or any other person(s) acting under the control or direction of said Tenant, the Owner shall have no obligation to repair said defect. The Tenant shall have no defense against the Owner to remedy the defective condition. This applies also where Tenant unreasonably fails to notify Lessor's Agent of the condition or allow Lessor's Agent access to the premises for the purpose of repair.

**17. ABANDONMENT:** If Tenant remains away from the premises and fails to pay rent, it shall be presumed that Tenant has abandoned the premises. Lessor's Agent may then immediately enter and take possession of the premises, including any property situated thereon. Said property belonging to the Tenant shall be stored by Lessor's Agent in a secure location. Notice containing the name, owner, and location of the storage, shall be mailed by Agent to tenant(s) last known address. If property has a cumulative value exceeding \$100.00, the property may be sold after 60 days notice.

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If the cumulative value is \$50.00 or less, the Lessor's Agent may sell after 7 days except for personal papers, family pictures, and keepsakes which must be held for the 60 days after notice. Any income in excess of monies owed by Tenant, and derived from the sale, shall be held by Lessor's Agent for the required statutory period.

**18. TERMINATION:** If said premises are destroyed or damaged by no fault of the Tenant, and rendered untenable, this agreement shall terminate, and Tenant will be entitled to a refund of deposits and any advance rent credit, less any fees due pursuant to Paragraphs 4, 6, 7, and 8.

**19. ACCESS TO PREMISES:** Owner or Lessor's Agent shall have access to the premises inside and outside, for the purpose of inspection, exhibition, improvement, alterations, supplying services or like purposes. Such access shall be at reasonable times and upon two (2) days notice except in cases of emergency or abandonment.

**20. SHOWING THE PROPERTY:** Owner or Lessor's Agent will show the property to prospective tenants or purchasers at all reasonable times, with one day notice in accordance with the State Landlord Tenant Act. The Owner or Lessor's Agent will place and maintain a sign and keybox on the property until it is rent or sold when the property is available for rent or listed for sale. If the Tenant fails to allow the Owner or Lessor's Agent access, the law imposes a \$100 fine on the Tenant.

**21. INSURANCE:** The parties acknowledge that the Tenant possessions are NOT COVERED BY THE OWNERS INSURANCE. TENANT SHOULD CARRY HIS/HER OWN INSURANCE POLICY COVERING FIRE AND LOSS.

**22. SMOKE DETECTORS:** The parties acknowledge that the premises contains a smoke detector device in compliance with the Washington Residential Landlord-Tenant Act, and that the detector is in working order, and that the Tenant shall provide replacement batteries when needed.

**23. DEFAULT:** Lessor's Agent reserves the right to notify Tenant pursuant to Washington Residential Landlord-Tenant Act of any default or deficiency under this Agreement, without waiving or affecting other rights. Owner (Lessor's Agent) may proceed under the unlawful detainer sections of said Act.

**24. WAIVER:** The parties acknowledge that an acceptance or waiver by Lessor's Agent of any provision of this Agreement shall not be a waiver of any other or future breach of the same or other term. Acceptance by the Lessor's Agent of rent shall not constitute a waiver of any past, present or future breach.

**25. SUCCESSORS:** The terms and conditions of this Agreement shall be binding upon the estate of the Tenant. It shall, to the extent therein, remain a monetary obligation outstanding against said estate.

**26. INTEGRATIONS AND PARTIAL INVALIDITY:** This Agreement represents the parties entire Agreement. Any modifications or amendments shall be in writing, and signed by each of the named parties. Should any portion of this Agreement be deemed to be invalid by a court of law, the remainder of the Agreement shall continue in full force and effect.

**27. AGENCY REPRESENTATION:** Washington State law requires that it be disclosed to you that we, as Real Estate Licensees, represent the Lessor. Tenant and Lessor's Agent confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

**28. LEAD-BASED PAINT:** If the Property was built before 1978, this paragraph applies. Tenant acknowledges having received a Federally approved pamphlet on lead poisoning prevention along with disclosure information.

**Lessor Disclosure** (initial)

- \_\_\_\_\_ (a) Presence of lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_
  - Lessor has no knowldege of lead-based paint and/or lead-based paint hazards in the housing (explain):  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ (b) Records and reports available to the Lessor (check one below):
- Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_  
\_\_\_\_\_
  - Lessor has no reports or records pertaining to lead-based paint hazards in the housing.

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**Lessee Acknowledgment (initial)**

- \_\_\_\_\_ (c) Lessee has received copies of all information listed above.  
\_\_\_\_\_ (d) Lessee has received the pamphlet **“Protect Your Family From Lead In Your Home”**.

**Agents Acknowledgment (initial)**

- \_\_\_\_\_ (e.) Agent has informed the Lessor of the Lessor’s obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy (initial)**

\_\_\_\_\_

**29. MOLD NOTIFICATION:** It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner of any leaks, moisture problems, and/or mold growth. Residents agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner any water intrusion, such as plumbing leaks, drips, or “sweating” pipes.
3. Resident agrees to notify Owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner any non-working fan. If there is no fan, Resident agrees to open window.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. ( Note: Mold can grow on damp surfaces within 24 to 48 hours. )
10. Resident agrees to notify the Owner of any problems with the air conditioning or heating systems.
11. Resident agrees to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney’s fees that the Owner may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

**30. FIRE SAFETY AND PROTECTION INFORMATION:** The dwelling unit has been equipped with \_\_\_\_\_ smoke detection device(s) as required by RCW 48.48.140.

1. The above-described smoke detection device(s) are: [ ] hard-wired, or [ ] battery operated. If battery operated, the unit(s) has been checked and properly operate at the commencement of tenancy. Under the law, it is the tenant’s responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer’s recommendations, including providing it with replacement batteries as needed. A fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with the provisions of RCW 48.48.140(3). Failure to maintain the smoke detector is failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the landlord in writing.

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- 2.The subject property [ ] does [ ] does not have a fire sprinkler system.
- 3.The subject property [ ] does [ ] does not have a fire alarm system.
- 4.The subject property [ ] does [ ] does not have a smoking policy. The policy is set forth in \_\_\_\_\_.
- 5.The subject property [ ] does [ ] does not have an emergency notification plan for its occupants. The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.
- 6.The subject property [ ] does [ ] does not have an emergency relocation plan. The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.
- 7.The subject property [ ] does [ ] does not have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_.

**31. WATER HEATER THERMOSTAT SETTING** Pursuant to R.C.W.19.27A, 060 in the Landlord Tenant Act regulating the setting of water heater thermostats, I have observed that the thermostat on the water heater supplying my residential unit is set at \_\_\_\_\_ degrees Fahrenheit. I am aware that any readjustment of the temperature setting by the resident relieves the Owner/Agent of an individual unit and the manufacturer of water heaters from liability for damages attributed to the readjustment by the resident.

**32. ADDENDUM ATTACHED:** (Which is part of this Agreement)

PET ADDENDUM \_\_\_\_\_ WATERBED ADDENDUM \_\_\_\_\_  
 OTHER \_\_\_\_\_

TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. INITIAL MOVE-IN FUNDS MUST BE PAID IN THE FORM OF CASH, CASHIERS CHECK, OR MONEY ORDER ONLY. NO PERSONAL CHECK WILL BE ACCEPTED.

	Funds collected with application	Due at renewal or move-in
Rent for the Period _____ to _____	\$ _____	\$ _____
Advanced rent for the month of _____	\$ _____	\$ _____
Holding/Security & Damage/Cleaning Deposits (Refundable)	\$ _____	\$ _____
Pet Deposit _____	\$ _____	\$ _____
Non-Refundable Fee _____	\$ _____	\$ _____
Credit Report _____	\$ _____	\$ _____
Total _____	\$ _____	\$ _____

TOTAL MOVE IN FUNDS COLLECTED \$ \_\_\_\_\_

Second months Prorated Rent from \_\_\_\_\_ to \_\_\_\_\_ will be in the amount of \$ \_\_\_\_\_, due on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
BY

DATE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
DESIGNATED BROKER

DATE \_\_\_\_\_

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