



MANAGEMENT BY EBRIGHT WIGHT, LLC
4061 Eliza Avenue, Bellingham, WA 98226
(360) 733-7944 phone / (360) 733-7969 fax
E-mail: properties@rentalsbywindermere.com
www.rentalsbywindermere.com

Date Documents Signed
# of keys given to tenant
# of garage door openers
Leasing Representative
Tenant No.
FOR OFFICE USE ONLY

LEASE / RENTAL AGREEMENT

THIS LEASE, made in duplicate this \_\_\_ day of \_\_\_, 20\_\_\_, between Windermere Management by Ebright Wight LLC, hereinafter referred to as "Agent" and \_\_\_, "Owner" of the rental property, and the following named person(s), hereinafter referred to as "Tenant(s)":

Name: \_\_\_\_\_ Name: \_\_\_\_\_
Name: \_\_\_\_\_ Name: \_\_\_\_\_

WITNESS: The Owner does hereby lease to the Tenant, and Tenant does hereby lease from Owner, those certain premises located at:

Address: \_\_\_\_\_ City: \_\_\_\_\_

Described as follows: \_\_\_\_\_

TERM: The term of this lease shall be for \_\_\_ and shall commence on the \_\_\_ day of \_\_\_, 20\_\_\_, and end on the \_\_\_ day of \_\_\_, 20\_\_\_.

BREAKING A LEASE IS NOT PERMITTED. This is a legal and binding agreement. Tenant is responsible for rent and all lease obligations until the end of the noted term, and when entering into a month-to-month term. If this lease is not renewed for an additional specified term, it then becomes a month-to-month agreement. To end a month-to-month agreement, notice must be given in writing 20 days prior to the end of the last month of the agreement. Improper notice will cause Tenant to be responsible for rent, utility charges, lawn maintenance, advertising and an administrative fee of \$100.00, as well as all other tenant expenses applicable to the re-renting of the property. Tenant shall forfeit all rights to the deposit if lease agreement is not fulfilled.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services except \_\_\_ which shall be paid by the Owner.

MONTHLY RENTAL: \$ \_\_\_ Rent Effective from the \_\_\_ day of \_\_\_, 20\_\_\_ \$ \_\_\_
• (Prorate) \_\_\_ days (to the first) @ \$ \_\_\_ per day..... \$ \_\_\_
• Application Fee \$40.00 per person, \$40.00 per married couple, \$20.00 for cosigner..... \$ \_\_\_
• Administrative Fee \$35.00 per unit to coordinate tenant turnover ..... \$ 35.00
• Total Security Deposit..... \$ \_\_\_
Non-refundable Pet Fee ..... \$ \_\_\_
Additional Month's Rent: ..... \$ \_\_\_
Other (specify): ..... \$ \_\_\_

TOTAL CHARGES ..... \$ \_\_\_
Less Payments Received..... \$( \_\_\_ )
Balance Payable Prior to Move-in ..... \$ \_\_\_

Table with 6 columns: Item Paid, Date, Ck# / Cash, Amount, Balance Due. Rows include Less Funds Received.

CHANGE OF LOCKS: Tenant acknowledges having been advised by Owner/Agent of the increased security afforded to Tenant and the unit by changing all exterior locks in the unit prior to Tenant taking possession of the unit. [ ] Yes Tenant elects to bear the cost of such rekeying all exterior locks of the unit by Owner/Agent; OR, [ ] No Tenant elects not to bear the cost of such rekeying and does release and forever waive any and all claims against the Owner/Agent assertable by Tenant and/or asserted by any third party arising from the failure of the rekeying of the unit. Initials \_\_\_\_\_

Initials \_\_\_\_\_

TENANT ACKNOWLEDGE THE LEASE/RENTAL AGREEMENT OUTLINED ON THIS FORM, CONDITION CHECK LIST, SECURITY DEPOSIT AGREEMENT, AND ALL OTHER DOCUMENTS, AND AGREE TO ABIDE BY SAME. I will pay all rents and other charges when due, including late fees. I acknowledge that my holding fee will be refundable if my application is not accepted by the Owner/Agent, but if accepted will not be refunded. I agree to inspect the condition of the rental unit and document all pre-existing damage on the Condition Check List. If I wish to add comments, I may do so on the yellow copy of the Condition Check list or a side sheet. If the yellow copy is not returned within three (3) working days of my move in date, I automatically accept the condition of the unit at move in. I understand that I will be responsible for any and all damages, normal wear and tear excluded, including any and all broken glass.

**PROPANE / OIL TANKS:**

Tenant understands that the propane / oil tank is at \_\_\_\_\_% capacity at my move in and agree to return the tank to the same level at my exit.

The company who services the tank is \_\_\_\_\_. Tenant should make contact with the company to discuss filling requirements to avoid the tank from falling below a percentage level that would cause a need for priming the tank – which would then be a tenant charge.

**RENT:** Tenant covenants and agrees to pay the Owner as rental for said premises a rent of \$\_\_\_\_\_ per month payable in lawful money of the United States upon the first day of each calendar month of the lease term, to Owner or his/her authorized agent, at the following address: Windermere Management by Ebright Wight LLC, 4061 Eliza Avenue, Bellingham, WA 98226 (telephone 360/733-7944) or at such other places as may be designated by Owner from time to time. In the event rent is not paid within four (4) days after the due date, Tenant agrees to pay a late charge of \$25.00 and \$5.00 per day thereafter, plus a minimum \$40.00 for a process server to deliver a three-day notice to "pay or vacate" plus all other legal expenses. Tenant agrees further to pay \$75.00 for the 1<sup>st</sup> NSF check and \$100 for any 2<sup>nd</sup> NSF check. After two NSF checks, your personal check will no longer be accepted.

**MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory individual severally and jointly. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and damages and all other revisions of this agreement. Each roommate is equally responsible for his/her own actions, as well as the action of roommates, visitors, and guests. Windermere Management does not mediate disputes between roommates.

**USE:** The premises shall be used as a residence by the undersigned Tenant(s) with no more than \_\_\_\_\_ adults, and \_\_\_\_\_ children, and for no other purpose, without written consent of the Owner. Occupancy by guests staying over ten (10) days will be considered in violation of this provision.

**PETS:** No pets shall be brought on the premises without the prior written consent of the Owner. A \$200 pet penalty will be charged for any unauthorized pet.

**HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by any and all house rules, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking and the use of common areas.

**ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of all premises.

**MAINTENANCE, REPAIRS, OR ALTERATIONS:** The premises have been inspected and are accepted by Tenant in the present condition. All normal repairs necessary to maintain premises in a tenantable condition shall be done by or under the direction of Owner, and at Owner's expense, except those caused by negligence or acts of Tenant, his/her agents or invitees, which repairs shall be made at the sole cost of Tenant. Owner shall be the sole judge as to what repairs are necessary. Owner may at any time give Tenant a written inventory of furniture and furnishings on the premises, and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless she/he objects thereto in writing within five (5) days after the receipt of such inventory. Tenant shall at his/her own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all broken glass. Tenant shall also be responsible for damages caused by his/her negligence and that of his/her family, visitors, and guests. Tenant shall not paint, wallpaper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds. If Agent deems grounds need maintenance, Owner shall hire the work at Tenant's expense plus a reasonable administrative charge. Tenant shall pay: (a) for any expense, damage or repair caused by Tenant and resulting in the stopping of waste pipes or overflow from bathtubs, toilets, wash basins or sinks; (b) for damage to window panes, window coverings, curtain rods, wallpaper or any other damage to the interior of the rented premises caused by Tenant(s), their guests, visitors, acts of theft, or otherwise. Tenant is responsible to report any leaky faucets, mildew, running toilets or faulty appliances. No vehicle repair of any kind is permitted on the premises without permission. No bicycles, parts, motorcycles or other vehicles are allowed inside the unit.

**SMOKE DETECTORS:** It shall be the Tenant's responsibility to periodically test the smoke detector, to replace its battery as needed, and to notify the Agent in writing of any deficiency. If smoke alarms are found inoperable, tenant could be subjected to a minimum fine of \$200.00.

**ENTRY AND INSPECTION:** Tenant shall permit Owner or Owner's Agent to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagors. Upon each entry, inspection will be made of each smoke detector in the unit and a test will be made to ensure water temperature is within the legal range.

Initials \_\_\_\_\_

**INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any guests, or to any property occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his/her agents, or his/her employees. Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

**RENTERS INSURANCE:** Tenant should insure his/her own personal effects with a renter's policy--Owner is not responsible for loss of property of Tenant or guests through theft or otherwise.

**POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within three (3) days of the commencement of the term hereof.

**ABANDONMENT:** Tenant agrees to write Agent of an absence from the dwelling of more than seven (7) days no later than the first day of such absence. Such failure to notify will be construed as abandonment. In the event of such abandonment and accompanying default in payment of rent by Tenant, the Agent may immediately enter and take possession of any property of the Tenant found on the premises and may store the same in a secure place per landlord tenant law.

**DEFAULT AND RE-ENTRY:** If any rents, deposits, and/or charges above that are reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Tenant shall violate any of the covenants and agreements herein contained, then the Owner may cancel this lease upon giving the notice required by law, and re-enter said premises but notwithstanding the re-entry by the Owner, the liability of the Tenant for the rent provided herein shall not be extinguished for the balance of the term of this lease, and Tenant covenants and agrees to make good to the Owner any deficiency arising from an entry and re-letting of the premises at a lesser rental than herein agreed upon.

**SECURITY DEPOSIT:** The security deposit set forth above, if any, shall secure the performance for the Tenant's obligations hereunder. Security deposit will not be returned if the lease is broken. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit to payment of the last month's rent.

**COMPLAINTS:** Any valid complaint reported to our office or any valid complaint arising from our office or management shall result in a fee not less than \$25.00 for the first warning, not less than \$50.00 for the second warning, and not less than \$100.00 for the third warning and is grounds for termination of this contract. Complaint topics include but are not limited to noise, pets, grounds care, unit appearance, and guest behavior. The Tenant, visitors, or relatives shall not make any disturbing noises or permit anything to be done that will interfere with the rights, comforts, or conveniences of other occupants in the area. **Any activity that results in the attendance of LAW ENFORCEMENT OFFICIALS will result in immediate termination of the lease.** ANY DELIVERY OF NOTICES FOR ANY INFRACTIONS WILL BE CHARGED TO TENANT AT \$40.00 PER NOTICE DELIVERY. ANY ACTIVITY CAUSING POLICE INTERACTION WILL RESULT IN EVICTION.

**ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees, processor fees, and a reasonable collection-administrative management fee.

**WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a party's payment of rent be deemed a waiver of Owner's right to the full amount thereof.

**NOTICES:** Any notice which either party may or is required to give may be given by mailing the same, postage prepaid, to Tenant at the premises or the Owner at the address shown below or at such other places as may be designated by the parties from time to time.

**HOLDING OVER:** Any holding over after the expiration hereof, with the consent of the Owner shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable. If Tenant holds over after giving notice to vacate, Tenant shall remain liable to Owner and to a new tenant for all inconvenience and expense caused to a new tenant.

**TIME:** Time is of the essence of this agreement.

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this agreement before the parties' execution hereof: Security Deposit Agreement, Condition Check List and Cleaning Work Order/Change Order.

**SUBORDINATION TO EXISTING AND FUTURE MORTGAGES/SALE:** This lease shall be subject at all times to the lien of existing and future mortgages and deeds if made a lien on the premises. The Tenant, will, upon request, execute and deliver such further instruments subordinate to this lease to the lien of any such mortgage or deed of trust as may be requested by Owner. The Tenant hereby appoints the Owner or his/her attorney-in-fact, irrevocably, to execute and deliver any such instruments for the Tenant.

**EMERGENCY – AFTER HOURS PROCEDURES:** Call the Windermere Management office 733-7944 and follow the prompts as directed. **DEFINITION OF EMERGENCY** = lack of essential services such as heat, water, power. Any lockouts will be charged a minimum of \$50.00 due and payable at time of service.

**GOVERNING LAW:** This agreement is deemed to have been made in Whatcom County, Washington. The right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties that any such action shall lie exclusively in Whatcom County, Washington regardless of the county in which the parties reside. Parties agree to not contest venue or to assert the defense of forum non-convenience for any lawsuit filed in Whatcom County, Washington.

Initials \_\_\_\_\_

## MOVE-OUT POLICIES

**BREAKING A LEASE AND SUBLETTING ARE NOT PERMITTED. AUTHORIZED LEASE ASSIGNMENT MAY BE ALLOWED.**

**VACATING BEFORE END OF LEASE TERM:** A non-refundable \$100.00 administrative fee will be charged with the move-out notice. Tenant is rent responsible until the end of the lease term or until the unit is re-rented. Tenant forfeits all security deposit. All cleaning, damages, carpet cleaning, move-out charges will be charged in addition to security deposit. Rental reference will include tenant's decision to violate the agreement. Outstanding balances will be sent to collections.

**VACATING AT THE END OF LEASE TERM:** A WRITTEN MOVE-OUT NOTICE IS REQUIRED TWENTY (20) DAYS PRIOR TO THE END OF THE RENTAL TERM (no later than the 10<sup>th</sup> of the month). This form is available at the Windermere Management office.

**MOVE-OUT NOTICE:** Tenant shall give a written notice of at least twenty (20) days prior to the day when rent is due to the Owner or his/her Agent of intent to vacate, and after serving such notice, Tenant agrees to keep the premises clean and will allow showing of said premises at reasonable times by the Owner or his/her Agent to prospective renters. The Owner or his/her Agent agrees to give the Tenant written notice twenty (20) days prior to the day when the rent is due to vacate and the Tenant agrees to surrender the premises and keys at the end of that period.

**INSPECTIONS:** Most inspections are performed without tenant presence. Should you want to make an appointment for an inspection in your presence the entire unit needs to be vacated of all possessions and all cleaning should be performed per the guidelines of the Security Deposit Agreement. If the inspector finds additional cleaning is required, a re-inspection will be performed and a fee of \$25.00 will be charged for each inspection occurrence.

**The tenant acknowledges that he/she has read and received a copy of this agreement and all attachments and addendums and agrees to the all terms and conditions herein.**

Tenant(s) Signature \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### OFFICE USE ONLY

Manager's Signature \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_.

Manager's Name (Please print) \_\_\_\_\_

Other Agreements and Provisions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials \_\_\_\_\_