

## MONTHLY RENTAL AGREEMENT

*This Agreement*, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Pi d Investments, L.L.C., hereinafter Owner, and hereinafter Resident or Resident's.

***Rental of premises.*** Owner leases to Resident and Resident leases from Owner for a \_\_\_\_\_ month lease contract, the premises commonly described as \_\_\_\_\_, in the city of Battle Ground, County of Clark, Washington; the premises are hereinafter referred to as "the premises."

***Rental Amount and Payment.*** On or before the first day of each month, Resident without demand by Owner, shall pay by check or money order made to payable to Pi d Investments, Monthly rent in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).  
Owner reserves the right to increase the monthly rental payment from time to time.

***Service Charge.*** Resident's late payment of the monthly rental will result in Owner incurring costs not contemplated in this agreement, the exact amount of which will be extremely difficult to ascertain. The late service charge described hereafter represents a fair and reasonable estimate of the costs to be incurred by Owner by reason of such late payment. Late service charge imposed shall be deemed additional rent.

If the monthly rental has not been paid in full on the 1st day of each month, a late charge based on the following guidelines will be due and payable by Resident:

1. If payment of rent is received after the first day of the month, the resident will be charged an additional \$10.00 for each day after the first until the rent is paid in full.
2. After the 3rd day of the month, if the rent is still unpaid, the resident can expect to receive a 3-day pay or vacate notice. The Residential Landlord-Tenant act provides for your eviction from the premises for Non Payment of Rent. If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. A landlord is not required to accept partial payment. The resident will also be charged an additional fee of \$35 to serve the Pay or Vacate notice upon the premises.
3. After the 6<sup>th</sup> day of the month, if the rent remains unpaid, the resident will be considered an unlawful detainer and eviction proceedings will begin against the resident. If an eviction notice based upon nonpayment of rent, nonperformance under this agreement and/or commission of waste, nuisance or unlawful activity is issued; Resident will be charged a notice fee in the sum of \$55.00.
4. A late fee of Thirty dollars (\$30.00) will be payable by Resident for each check returned unpaid, plus a return check will result in assessment of late charges as stated above.
5. Notwithstanding any of the above noted fees, the owner shall retain the right to waive any late charges or fees at their sole discretion. If for some reason it becomes apparent that you will be unable to pay your rent on time as agreed, contacting the owner in a timely manner BEFORE the rent is due might allow you to negotiate a late fee of only \$5.00 per day with no further penalties.
6. The best means to ensure your rent is paid on time is to send it to PO Box 1163, Battle Ground, WA 98604. Any rents mailed so as to arrive before the 1<sup>st</sup> of the month will not be deposited until the 1<sup>st</sup> day of the month, regardless of the date they are received.

**Move In / Lock Change Fees.** Resident has paid a \$150.00 (one-hundred and fifty dollars) non-refundable move in / lock change fee. No cleaning fee is required except as specified herein. To the extent that the after-described security deposit or any pet deposit is forfeited pursuant to the provisions hereof or of any pet agreement, then such event the security deposit shall become a non-refundable fee.

**Security Deposits.** Resident has deposited with Owner a security deposit in the amount of \_\_\_\_\_ (\_\_\_\_\_-hundred and \_\_\_\_\_ dollars) which is paid to insure compliance by Resident of the terms, conditions and provision of this rental agreement and CC&R's for the Hidden Meadows Subdivision. Owner shall deposit the security deposit in a trust account at West Coast Bank Bank, whose address is 13023 NE Hwy 99 #6, Vancouver, WA, 98686. If such funds on deposit draw interest, any such interest shall be deemed additional rental and retained by Owner. Resident shall not have the right to apply the security deposit in payment of the last month's rent.

**Security Deposit Refund.** Upon termination of Residents right to occupy the premises, the security deposit shall be return to resident conditioned as followed:

- 1) The security deposit will be retained by Owner to the extent of the costs of cleaning and refurbishing of the premises to its original condition, with out deduction for ordinary wear and tear, as evidenced by Move-in and Move-out Inspection Agreement signed by Resident at commencement of tenancy. (Note\* Soilage of the walls and carpets is not considered as ordinary wear and tear). Cost of cleaning and refurbishing shall include but not be limited to drapery cleaning and painting. Charges for such shall be based on hourly rate for in house personnel or the actual cost of contract maintenance or cleaning and shall be charged to and payable by Resident. Resident will be billed for any costs in excess of the security deposit. Unpaid accounts will be referred to a collection agency.
- 2) Resident shall have complied with all the terms of this Rental Agreement including payment of all rental and other associated charges, and resident shall be required to provide proof that the final utilities payments for this rental address (water, electrical, gas, phone, cable TV, waste collection, or any other bill that might result in a lien being filed against the premises) have been paid as well.
- 3) All keys shall be returned to Owner, or a \$25 (twenty-five dollar) lost key charge will be deducted from the security deposit for each key not returned.

The balance of deposit shall be refunded within (2) weeks from date the keys and possession is delivered to Owner, together with statement showing any charges made against such deposits by Owner.

Forfeiture or retention of the security deposit is not a release or waiver of Residents obligation to pay unpaid rental or to pay for the costs for cleaning, painting, repairs or maintenance relating to Residents occupancy.

**Resident's Obligations.** Resident Shall:

1. Keep said premises in a clean and sanitary condition.
2. Properly dispose or 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.
3. Properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances.
4. 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/her family, invitee, licensee, or other person acting under his/her control to do so.
5. Not to permit a nuisance or common waste.

**Maintenance of Premises.** Resident agrees to comply with all provisions of the CC&R's (Codes, Covenants and Restrictions) on file for the Hidden Meadows Subdivision. Resident agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions; to replace in neat and workmanlike manner all glass and doors broken during occupancy thereof; to use precautions against freezing of water and 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 Resident, the Resident shall repair the same at his/her own expense as well as all damage caused thereby. Resident agrees that in the event they install appliances such as washing machines, refrigerators, icemakers, or any other appliance that requires a connection to the household plumbing systems that they will utilize a metal reinforced hose to make such connection. Any water damage caused by leaks in the connecting hose, fittings, couplings or within the appliance, or by an overflow of such appliance shall be repaired at his/her own expense as well as all damage caused thereby.

**Smoke Detector.** Resident acknowledges and the Owner certifies that the premises is equipped with smoke detector as required by **RCW 48.48.140** and that the smoke detector has been tested and is operable at this time. It is the Resident responsibility to test the smoke detector at least every (6) months, replace batteries as required, and notify Owner in writing of any operating deficiencies. Resident has received instructions on the proper use of the smoke detector. \_\_\_\_\_

**Termination of Tenancy.** This is a month to month rental agreement, and the Washington Residential Landlord Tenant Act provides that it may be terminated by Owner or Resident by giving a written notice of the intention to terminate at least twenty (20) days before the end of the calendar month. If Resident gives notice to terminate during the last twenty (20) days of a calendar month, Resident is required to pay rent for the following month.

**Use of Premises.** The premises shall be occupied solely as a private residence for a total of \_\_\_\_\_ persons. No greater number of persons may reside therein without the prior consent of Owner. No business may be conducted on or about the premises. Person or person's other than Resident who remain in the premises for (14) fourteen days or more, at Owner's option, may be considered to be unlawful occupants.

**Utilities.** Resident shall pay all utilities relating to or resulting from Resident's occupancy of the premises. Resident shall be obligated to pay any and all deposits that may be required by any utilities serving the premises.

**Alterations and Improvements.** Resident shall not make any alterations of or improvements to the premises without obtaining Owners written consent in advance, including without limitation, painting, wallpapering, permanent shelving and flooring, wiring of any type, and the changing of locks. All alterations and improvements made in and to the premises shall be the property of the Owner and at Owner option shall remain upon the premises and be surrendered with the premises, or if Owner elects to have alterations or improvements removed, Resident shall pay for the removal and the cost to restore the premises to its original condition.

**Pets.** No pets of any kind shall be permitted in or on the premises without Owner's advance written approval. Permission may be given to maintain up to 2 small pets or animals, but it will require the payment of an additional \$350 per pet (three-hundred and fifty dollars) security deposit. This deposit will be refunded in accordance with the terms of the Security Deposit Refund section of this agreement.

**Smoking.** No smoking is allowed at any time in or on the premises without Owner's advance written approval. Permission may be obtained in certain cases, but it will require the payment of an additional \$500 (five hundred dollars) security deposit. This deposit will be refunded in accordance with the terms of the Security Deposit Refund section of this agreement.

**Personal Property.** Neither Owner nor Owner's agent shall be liable for any loss or damage to Resident's personal property arising directly or indirectly from acts of other tenants or persons not under Owner's direct control or from fire, water, theft or the elements. All Resident's personal property in or on the premises and designated storage areas shall be at Resident's sole risk.

**Insurance.** Resident may be liable for losses, resulting from Resident's negligent acts and omissions. Therefore Resident, should obtain and keep in full force and effect, during Resident's occupancy of the premises, a policy of liability and property insurance insuring all of Resident's personal property, the premises and buildings in which the premises are located from loss, damage or destruction caused by Resident's acts or omissions.

**Ordinances and Statutes.** Resident shall comply with the CC&R's for the Hidden Meadows Subdivision and 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 the premises. Owner may, upon (30) thirty days written notice make changes or additions to rules, regulations and polices as deemed necessary for the best interest of Owner and all Residents.

**Assignment and Subletting.** This agreement is not assignable, transferable or otherwise alienable without the prior written consent of Owner. Resident shall not sublet any or all of premises without prior written consent of Owner.

**Hot water heater.** Water heater is set at 120F degrees at the time of move in Resident has the option to change setting. Water heater setting was verified by Resident \_\_\_\_\_ to be set at 120F degrees.

**Attorney's Fees.** The prevailing party in action brought for recovery of rent or other moneys due or to become due under this agreement or by reason of breach of any covenant herein contained or for recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

**Access.** Owner 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. Owner reserves the right of access to the premises for the purpose of:

1. Inspection.
2. Repairs, alterations, or improvements.
3. To supply services; or
4. To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Access shall be at reasonable times, except in case of emergency or abandonment. Renter is advised that the Owner will inspect the premises after the first month of occupancy to ensure that Renter is in compliance with the terms of this agreement.

**Default.** In the event any action, suit or proceeding is instituted to enforce any provision contained herein, or to recover possession of the premises, or to cause payment of any sums due hereunder, Resident agrees to be responsible for and to pay, as additional rental, all costs, expenses and attorney's fees incurred by Owner to the extent permitted by the Washington Residential Landlord-Tenant Act. Any breach of Resident's covenants, duties or obligations recited herein shall be deemed a material breach of this Rental Agreement.

**Binding effect, Covenants.** Each individual Resident who signs this Agreement is individually and jointly liable for full and faithful performance of all duties and obligations hereunder. This Agreement shall be

binding upon Resident's heirs, representatives and assigns; Resident's rental application is part of this Agreement and is incorporated herein by this reference.

**Notices.** Any notice given by either party shall be in writing, either delivered personally, or sent by U.S. Mail prepaid, to Resident at the address of the premises or the Resident's last knowing address, notices to Owner/Agents below stated.

**Maintenance.** Owner has appointed Pi d Investments, L.L.C. as its duly authorized agent to manage the maintenance need for this premise and to receive all notices and demands. The Owner reserves the right to change the duly authorized agent at owner's discretion.

**Subordination.** This Agreement shall be subordinate and junior to any and all liens and encumbrances weather existing or to be existing, placed by Owner on property of which the premises are a part.

**Destruction / Condemnation.** In the event of damage or destruction of the premises or the building of which it is a part by fire or any other casualty, Owner may, his option elect to terminate this Agreement as of the date of happening. In no case shall Resident be entitled to compensation for damages on account of loss, annoyance or inconvenience resulting from such damage, destruction or its repair.

**Saving Clause.** To the extent that any clause or term of this of this Agreement is declared invalid or unenforceable, such declaration shall not effect or invalidate any other portion of this Agreement.

**Miscellaneous Addendum(s)** Attached hereto as Exhibit(s) \_\_\_\_\_ and incorporated herein by this reference is addendum, which modified or otherwise adds additional terms to the Rental Agreement.

**Resident:**  
(Note: All Residents over 18 must sign)

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

**Owner:** Pi d Investments L.L.C.

**By:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_