

## MONTHLY RENTAL AGREEMENT

Tenant rents Apartment \_\_\_\_\_ of **THE HAMPSTEAD APARTMENTS**, 780 Front Street South, Issaquah, Washington, 98027, on a month-to-month tenancy, starting \_\_\_\_\_.

**1. Rent.** Rent is \$ \_\_\_\_\_ per month, payable in advance on the first day of each month. Payments apply first to other charges (i.e., deposit, damages, late charges), and then to rent. A full month's rent is due on possession. The next month's pro-rated rent, due on the first, is \$ \_\_\_\_\_.

**2. Late Charges.** Tenant will pay: (a) \$20.00 if the full month's rent is not *received* by the fifth, plus four dollars per day after the fifth; and (b) \$10.00 if a check is returned unpaid.

**3. Six Month Minimum.** Tenant will rent the apartment for a minimum of six months. Due to increased costs from short term tenancies, the entire deposit will be forfeited as liquidated damages in addition to rent due, if Tenant does not stay six months. Landlord may not increase rent during this initial six month term.

**4. Notice to Vacate.** This tenancy will end only at the end of a full calendar month. Tenant must give *written notice to vacate 20 days before the end of Tenant's last full calendar month*. Late notice is effective only as of the end of the *next* month, and the tenant is liable for that next month's rent until the apartment is re-rented. Example: Proper 20 day notice to vacate at month end would be given by February 8 (28 day month) or March 11 (31 day month). Notice given *February 12* would not be effective until *March 31*.

**5. Deposit.** The security/damage/cleaning deposit is \$ \_\_\_\_\_. Of that amount, \$100.00 is allocated to a non-refundable cleaning fee. The deposit balance will be refunded after termination less (a) Cleaning and damage repair exceeding the non-refundable cleaning fee; and (b) Late charges and rent. Cleaning costs include, but are not limited to, drapery/blind and carpet cleaning, and painting. Tenant will pay Landlord's cost of third party services, or current in house rates for cleaning done by Landlord's employees. The deposit will not be applied as rent while tenant remains in possession of the premises.

**6. Utilities.** Landlord will provide water, sewer, and garbage collection. Electricity for space and water heating and other tenant use is separately metered and paid by Tenant.

**7. Use.** The apartment shall be used only as a residence for \_\_\_\_\_ person(s).

**8. Access.** Landlord may enter the apartment for inspection, repairs, or improvements, or to show the premises to prospective purchasers, mortgagees, tenants, or contractors. Except for emergencies or abandonment, access will be on prior notice and at reasonable times.

**9. Liability.** Tenant holds Landlord harmless from, and will provide tenant's own insurance against any loss from theft, injury, or damages to person or property of Tenant or guests, whether on account of any property defects, acts or negligence of landlord's employees or of other occupants, except as limited by law.

**10. Sublet/Alterations.** Tenant may not sublet or assign this Agreement, nor make any alterations to any part of the apartment without Landlord's written consent.

**11. Laws and Rules.** Tenant will comply with all applicable laws, and with the Apartment Rules.

**12. Disputes.** Tenant will pay costs of enforcing this agreement, including attorney fees as allowed by law.

**13. Apartment Condition.** Tenant accepts the apartment as is. Except as noted in writing to Landlord within 3 days of the start of tenancy, the Inspection Report, as a part of this Agreement, will conclusively determine the apartment's condition. Tenant will keep the apartment as clean and sanitary as it is now, and return it that condition, except for ordinary wear and tear (which does not include soilage), with all keys.

**14. Other Agreements.** Other agreements form a part of this Monthly Rental Agreement, which may include Apartment Rules, Inspection Report, Cleaning Cost Estimates, and other documents.

LANDLORD: DATE: \_\_\_\_\_ 200\_\_

TENANT:

MARQUARDSON PROPERTIES LLC:

11808 SE 49th Place 425-643-225

Bellevue WA 98006-2716 warren@marquardson.com

By \_\_\_\_\_

\_\_\_\_\_