



Updated: 9/06/2016

## RESIDENTIAL LEASE/RENTAL AGREEMENT

THIS AGREEMENT is made **this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_, between **BCI PROPERTIES, LLC**, hereinafter designated the Landlord, Lessors, BCI, We, or Us and:

\_\_\_\_\_ [Print tenant name]  
Hereafter designated the Lessee(s), Renter(s), Tenant(s) or you. Legal Description may be attached.

The said Lessor/Landlord does hereby LEASE & rent unto the said Lessee(s)/Renter(s) the residence situated at:  
(Street address) \_\_\_\_\_.

**TENANT(S):** LANDLORD'S PERMISSION IS REQUIRED TO CHANGE THE NUMBER OR IDENTITY OF TENANTS.

**Name(s)** of all occupant/tenants including children. [please print] \*Put age if under 18 years old.

\_\_\_\_\_  
\*Put age if under 18 years old.  
\_\_\_\_\_ age  
\_\_\_\_\_ age  
\_\_\_\_\_ age  
\_\_\_\_\_ age  
\_\_\_\_\_ age

Vehicle 1- Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ License Plate Number \_\_\_\_\_

Vehicle 2 -Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ License Plate Number \_\_\_\_\_

**Tenant Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Tenant Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

1 **TERMS & CONDITIONS:**

2 **LEASE TERM:** [check one box]

3 [ ] **The premises are leased** for a term of \_\_\_\_\_ year(s) beginning; \_\_\_\_\_, **20**\_\_\_\_  
4 and terminating the \_\_\_\_\_, **20**\_\_\_\_. **More than a one year contract requires a Notary.**

5 \*THIS LEASE SHALL CONTINUE ON A MONTH-TO-MONTH BASIS AFTER EXPIRATION IN PERPETUITY UNLESS TERMINATED BY  
6 LANDLORD/OWNER OF RENTAL OR BY TENANT WITH A 20-DAY NOTICE IN WRITING DELIVERED BEFORE, BUT NOT LATER THAN THE 10<sup>th</sup>  
7 OF ANY GIVEN MONTH PRIOR TO THE LAST DAY OF THIS LEASE PERIOD. ALL TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN THE  
8 SAME UNTIL TERMINATED.

9 [ ] **OPTIONAL: MONTH-TO-MONTH TERM:** The tenant(s) agree(s) to rent beginning on \_\_\_\_\_ day of \_\_\_\_\_,  
10 20\_\_\_\_ and continuing on a month-to-month basis thereafter.

11 **IF PRO-RATED :** A one-time pro-rated initial lease payment in the amount of \$ \_\_\_\_\_ will be paid on  
12 \_\_\_\_\_, 20\_\_\_\_ for the rest of that calendar month only. All future rents are due by  
13 the 1<sup>st</sup> of each month. If left blank, then this paragraph is void.

14 **BASE RENT:** \$ \_\_\_\_\_ PER MONTH.

15 **PLUS ADDED FEES\* - I agree to pay monthly for the following:**

16 Electric: \$ \_\_\_\_\_ Water: \$ \_\_\_\_\_ Sewer: \$ \_\_\_\_\_ Gas: \$ \_\_\_\_\_ Garbage: \$ \_\_\_\_\_ Storage: \$ \_\_\_\_\_

17 Garage: \$ \_\_\_\_\_ Optional Pet Rent: \$ \_\_\_\_\_ Risk Management Fee: \$ \_\_\_\_\_ see attached

18 form. Other \_\_\_\_\_ (description): \$ \_\_\_\_\_.

19 **FULL BASE RENT & FEES DUE PER MONTH\*:** \$ \_\_\_\_\_.

20 **Notice: Your deposit is fully refundable**, if you return your keys no later than the last day of your paid  
21 in full lease agreement, or month of tenancy, with your rental in the same clean rentable condition as  
22 when you moved in. Your deposit may be used for any and all unpaid amounts due on your account  
23 upon move out, including but not limited to cleaning, carpet cleaning, late charges, notice fees,  
24 damage to property etc.

25 **First Month Rent:** \$ \_\_\_\_\_

26 **Deposit:** \$ \_\_\_\_\_

27 **Additional Security Deposit:** \$ \_\_\_\_\_

28 **Pet Fee:** \$ \_\_\_\_\_ (not refundable)

29 **Risk Management Fee:** \$ \_\_\_\_\_ (The tenant has agreed to this  
30 provision due to poor credit, eviction, a felony or other negative issue which would normally deny a  
31 rental approval. The tenant has seen what this issue is and has had a chance for a rebuttal.)

32 **TOTAL AMOUNT DUE TODAY:** \$ \_\_\_\_\_.

33 **Notes for exceptional terms:** \_\_\_\_\_

34 \_\_\_\_\_.

35 \*Deposit receipts shall be deposited by Landlord in a trust account with **Bank of America, 11315 Pacific Ave.**  
36 **Tacoma, WA 98444.** Interest on the deposit shall belong to Landlord. All or a portion of such deposit may be  
37 retained by Landlord as liquidated damages via a Tenant Breach if tenant moves out before the lease has  
38 expired, and/or if the tenant moves out leaving cleaning to be done, rent unpaid or damages to the property.  
39 Damages not covered by deposits shall be demanded to be paid in full within 30 days of receipt of deposit  
40 settlement, or shall be remanded to a Licensed & Bonded Collection Agency. A refund of deposits is conditioned  
41 as explained herein or Chapter 59.18 RCW of the Washington State Law Code. Past due late charges, notice fees,  
42 maintenance charges etc. not paid for 30 days or more may be sent to a collection agency.

43 **\*Notice: ANY payment received will be considered "Received on Account"** and applied to any  
44 previous balance owing on tenant account first, even if a personal check or money-order says "For  
45 rent only" or similar designation. Washington State RCW 59:18 Laws state that fees are not  
46 refundable. Deposits are refundable contingent on satisfaction of terms. **ALL RENTS ARE DUE ON**  
47 **THE 1st OF EACH MONTH; THE PRO-RATE ABOVE WILL ADJUST RENT AS NEEDED FOR THE 2<sup>ND</sup>**  
48 **MONTH ONLY IF NEEDED. THE LAST MONTH RENT, IF PRE-PAID, SHALL ONLY PAY FOR THE**

49 LAST MONTH OF THE LEASE AS AGREED AND CANNOT UNDER ANY CIRCUMSTANCES BE USED  
50 FOR PAYMENT OF ANY OTHER MONTH, DEPOSIT OR TO PAY FOR DAMAGES TO THE PROPERTY,  
51 WITHOUT LANDLORD APPROVAL. **RENT IS PAYABLE TO BCI PROPERTIES, LLC, ON THE FIRST**  
52 **DAY OF EACH MONTH** WITHOUT NOTICE OR DEMAND FROM YOUR LANDLORD. The **LANDLORD**  
53 **IS NOT RESPONSIBLE TO COME GET YOUR RENT.** TENANT AGREES TO PAY A **\$65 FEE** IF  
54 LANDLORD MUST PICKUP THE RENT. PAYMENTS MADE AFTER THE 5<sup>th</sup> ARE CONSIDERED LATE,  
55 UNLESS **RECEIVED BY THE 5<sup>th</sup>**....UNLESS THE 5<sup>th</sup> FALLS ON A HOLIDAY OR SUNDAY, IN WHICH  
56 CASE THE 6<sup>th</sup> IS PERMITTED ON THESE OCCASIONS. PAYMENTS MADE ON THE 2<sup>nd</sup> OF ANY  
57 MONTH ARE CONSIDERED LATE. THERE ARE ONLY THREE GRACE PERIODS PER YEAR  
58 ALLOWED, WHICH EXTEND RENT PAYMENTS TO THE 5<sup>th</sup> BEFORE LATE CHARGES APPLY. GRACE  
59 PERIODS BEYOND **3 TIMES IN ONE YEAR** IS A BREACH OF THIS LEASE AND MAY CAUSE  
60 EVICTION. If any part of these terms are found to be unenforceable or erroneous then only those  
61 parts shall be excluded, while all other parts of this lease shall remain in full valid effect.

## 62 **HOW TO PAY YOUR RENT**

63 A. **Pay in person at:** BCI Properties, LLC - 9702 South Tacoma Way Suite-106,  
64 Lakewood WA 98499

65 B. **Online** - Just click on [www.BCIrent.com](http://www.BCIrent.com) **see the Tenant Login Link.**

66 **Notice:** May be a 3<sup>RD</sup> party fee and time zone difference.

67 C. **Pay at: Seven-11 or ACE Money Store,** with a voucher from BCI.



68 **Notice:** Please be aware of a 3<sup>RD</sup> party fee and time zone difference.

69 D. **Mail to:** BCI Properties, LLC - P. O. Box 44340, Tacoma, WA 98448

70 **DEFAULT & TERMINATION:** If ANY ADULT Lease signers move before the end of the term of  
71 this lease for any reason, without written approval of the Landlord, the remaining tenant(s)  
72 must re-qualify for a new Lease within 3 business days, due to financial hardship this may  
73 cause to the owner. All Lease Signers shall be liable for payment of entire Lease, plus any late  
74 fees and eviction charges that apply. The Landlord is required by law to make reasonable  
75 attempts to re-rent the property and tenant shall only be responsible for the time period that  
76 the rental is actually not rented. The exact same charges will also be due if Landlord gives  
77 tenant notice to move due to tenant's default or violation of this agreement. The amounts of  
78 charges and/or fees are to be determined and depending on notification of move out date.  
79 Tenant agrees to give a 20-Day written notice to Landlord if tenant(s) wish to terminate or  
80 renew, otherwise the term will become a month to month contract with all other terms herein  
81 applicable and in force, until a new Lease Contract can be signed, which is required within 30-  
82 days. Landlord failure to demand a new lease or to follow-up in a timely manner shall not void  
83 or negate this lease. Tenant agrees not to assign this Agreement, not to sublet any portion of  
84 the property, not to allow any other person to live therein or on the property other than as  
85 named above. Tenant agrees to not share or allow utilities to be used by any other person or  
86 party whatsoever. **BCI requires that all tenants provide a forwarding address before they**  
87 **move** out to ensure compliance with RCW Law.

88

- 89 I. **GRACE PERIOD:** Rent must be paid on time and in full on the 1<sup>st</sup> day  
90 of each month. ON DAY 2 TENANT IS LATE. Nothing contained in  
91 this agreement shall be interpreted to give you any right to pay rent  
92 later than the 1<sup>st</sup> of the month. If not abused tenant shall be allowed  
93 to pay their rent by the 5th day of a month as a “Grace” period.
- 94 II. **ABUSE OF GRACE:** IF GRACE IS USED FOR A TOTAL OF 3 MONTHS IN ANY 12  
95 MONTH PERIOD IT WILL BE CONSIDERED AN OWNER HARDSHIP AND  
96 TENANT MAY BE CONSIDERED IN DEFAULT OF THIS LEASE AT THE SOLE  
97 DISCRETION OF LANDLORD. IF YOU FAIL TO COMPLY, LATE CHARGES WILL  
98 APPLY AND YOU WILL BE SUBJECT TO EVICTION. EVICTIONS CAN FOLLOW  
99 YOU FOR 10 YEARS.
- 100  
101 III. **LATE CHARGES:** LATE CHARGES WILL BEGIN BY 8:00 a.m. ON DAY 6 AFTER  
102 RENT IS DUE. ON THE 6<sup>th</sup> DAY A CHARGE OF \$100.00 SHALL BE ASSESSED  
103 TO THE TENANT(S) AND \$20.00 PER DAY SHALL BE CHARGED TO YOU AS  
104 THE TENANT STARTING ON DAY SIX (6). THESE LATE CHARGES SHALL  
105 ACCUMULATE UNTIL ALL MONIES PAST DUE HAVE BEEN PAID IN FULL.
- 106  
107 IV. **POSTING & DELIVERY OF NOTICES:** Tenants are responsible for PAYMENT OF ANY  
108 POSTED or DELIVERED 3-DAY LATE NOTICE, EVICTION NOTICES, 10-DAY NOTICE TO  
109 COMPLY OR THOSE WE MUST PAY A PROCESS SERVER OR BCI AGENT TO DELIVER at a  
110 rate of \$65 per notice. THERE WILL BE NO FEE OR CHARGE FOR INSPECTION NOTICES OR  
111 NOTICES THAT TENANT IS NOT LIABLE FOR.
- 112  
113 V. **HOW RENT PAYMENTS ARE APPLIED:** RENT PAYMENTS MUST APPLY TO ANY PRE-  
114 EXISTING, **OLD OR OUTSTANDING** BALANCES DUE ON TENANT ACCOUNT, BEFORE  
115 BEING APPLIED TO THE CURRENT MONTH’S RENT SUBJECT TO EXCEPTIONS ALLOWED  
116 BY LANDLORD, AND CONTINGENT ON THE NEEDS OF THE PROPERTY OWNER.
- 117 VI. **Rent lost in the mail will be counted as late until received, late fees will apply.** If your  
118 rent is late or not paid in full within the grace period, we shall charge late fees, or consider  
119 you in default of lease.
- 120  
121 VII. **PETS & SERVICE ANIMALS:** NO pets (animals) shall be brought onto the premises unless  
122 allowed by Landlord in writing. There shall be a Non-refundable Pet fee (cost listed below)  
123 paid prior to occupancy for rentals which are pet approved, or as part of lease, with the  
124 **exception of a duly licensed Service Animal as allowed by law.** Tenants claiming that  
125 they have the right to a service animal must prove their need with a verifiable Doctor’s  
126 Letter or official approved document from a care giver given to BCI/Landlord for your  
127 tenant file. Doctors and Licensed Care Givers will be contacted to verify such need, but the  
128 Landlord will abide by the law in all cases. By RCW Law tenants are responsible for any  
129 damages or cleaning which is caused by a Service Animal, including but not limited to pest  
130 control abatement, replacement of carpeting if needed etc.
- 131  
132

- 133 VIII. **ABUSE OF PET POLICY RULE and PENALTY:** The unauthorized presence of a pet will  
134 subject you to penalties, damages and possible law suit in court if needed for mitigated  
135 damages and immediate termination of Lease and/or Eviction. **TENANT agrees to pay a**  
136 **fifty-dollar (\$50.00) per day impact fees for each pet brought upon the property**  
137 **without our written permission, even if it belongs to a visitor, and tenant least will**  
138 **be in default.** If you would like to have a pet on the property, you must have a written and  
139 landlord approved pet agreement. Feeding stray or unauthorized pets is prohibited,  
140 including but not limited to dogs, cats and other animals, reptiles, birds, rodents and  
141 insects as this invites their habitation and possible damage to the owners property.  
142 Violation of the above by tenant or tenant's guests or occupants, with or without the  
143 tenants knowledge or permission shall be a breach of this lease contract and cause for  
144 eviction as allowed by Washington State RCW Law Code with forfeiture of entire security  
145 deposit or other fees and charges if damage is found evident or not.  
146
- 147 IX. **ADDITIONAL OCCUPANTS:** Unless otherwise agreed in writing, NO persons nor pets that  
148 are not listed on this agreement or an Addendum may occupy the residence or property  
149 whatsoever nor move in any personal effects unless approved in writing by Landlord and  
150 added to this Lease. This will incur an "Impact Fee" of one hundred dollars (\$100.00) per  
151 month per person, which will be charged for each added occupant during each month or  
152 fraction of a month of occupancy, plus they must be added to your rental lease as a rental  
153 increase. Short-term visits by guests (relatives and friends) are OK, but these may not  
154 exceed seven (7) days every 12 months and their pets are not allowed. Longer stays  
155 without written approval by Owner/Manager will be a breach of this Agreement and  
156 subject all occupants to eviction.  
157
- 158 X. **OWNER PROVIDED:** Owner will provide the following checked (x) items on loan at no  
159 cost, except items marked in **RED. Items in red are subject to abuse by tenants** and tenants must  
160 repair or replace these items if they are damaged or become inoperative after move-in:  
161 ( ) Water ( ) Sewer ( ) Garbage ( ) Keys ( ) Refrigerator ( ) Range  
162 ( ) **Curtains/Drapes** ( ) **Blinds** ( ) Garage Opener ( ) **Dryer** ( ) **Garbage Disposal**  
163 ( ) **Washer** ( ) **Dishwasher** ( ) **Microwave** ( ) Other \_\_\_\_\_.  
164
- 165 XI. **APPLIANCES AND FIXTURES:** **These are free to use, however those in red above must**  
166 **be repaired or replaced by tenant.** If they become inoperable or damaged, then  
167 replacement units must be of similar type and quality and approved by landlord. These  
168 then become the property of owner. It is at Landlord and/or Owners sole discretion if the  
169 fixture or any appliance shall be repaired, replaced, or removed, with any such change by  
170 written permission of Landlord only. Air conditioners, washing machines, dryers and any  
171 other appliances or fixtures may not be installed without the Landlord's written  
172 permission.  
173
- 174 XII. **UTILITIES:** Tenant shall pay for ALL services and utilities supplied to the premises, such as  
175 water, electric, natural gas, cable tv, sewer, garbage, phone service etc. **except as noted**  
176 **above.** In the event that the tenant does not, or is not able to, transfer all utilities into  
177 her/her name within 24 hours, any subsequent bill or invoice from a utility provider will  
178 be the responsibility of the tenant to pay and if not paid can be considered a breach of this

179 contract.....as this failure to pay can cause a lien to be put on the owners property and cause  
180 harm to the owner.

181  
182 XIII. **RETURNED CHECKS:** A charge of \$45 will be assessed for checks that do not clear the bank and or  
183 are returned due to NSF or for any other reason. If this causes your rent to be late, we shall  
184 consider you in default under this agreement and late fees will be charged. Tenant further  
185 understands that after one (1) NSF or bad check occurrence, all rent will be required to be paid in  
186 the future with either money order or cashier's check.

187  
188 XIV. **REIMBURSEMENT/PAYMENTS:** Reimbursement for damages is due within 14 days when we  
189 make written demand and show cause. Our failure to demand damage reimbursement, late fee  
190 charges, returned check charges or other sums due by you shall not be deemed as a waiver and we  
191 may demand the same payment, past due, at any time including after move-out as provided by the  
192 RCW Codes in the Landlord Tenant Law of Washington State.

193  
194 XV. **USE AND OCCUPANCY:** You agree to use the residence solely as private living quarters for the  
195 persons named as occupants and no others, unless you first obtain our written consent to change  
196 identity of the occupants. No small or home-based business will be allowed without written  
197 permission of owner and/or Landlord. Waiver of this requirement must be obtained in writing  
198 from Landlord in advance.  
199 a. If it is determined that Pets without a Pet Agreement are present in the rental, then this may  
200 cause a breach of this lease contract or a double amount charged for Pet Fee., contingent on owners  
201 wishes.

202  
203 XVI. **SUB-LETTING:** TENANTS MAY NOT SUBLET OR CHARGE ANOTHER PERSON RENT OR  
204 ALLOW THEM TO LIVE IN THE RENTAL UNDER ANY CIRCUMSTANCES. VISITORS MAY  
205 STAY FOR ONE WEEK AS A VISIT. LONGER VISITS MUST BE APPROVED BY LANDLORD. NO  
206 FRIENDS, BOY OR GIRLFRIENDS, FAMILY OR OTHER PERSON MAY BE ALLOWED INTO  
207 YOUR RENTAL WITHOUT SPECIFIC PERMISSION IN WRITING BY LANDLORD AND IS  
208 CONSIDERED A BREACH OF CONTRACT. LANDLORD WILL NOT UNREASONABLY DENY  
209 ANY ADDITIONAL OCCUPANT TENANCY, PROVIDED THE NEW TENANT PAYS FOR A  
210 SCREENING AND THE OWNER OF THE PROPERTY AGREES. EXCEPTION IS LIVE BIRTH OF  
211 A BABY.

212  
213 XVII. **REPRESENTATIONS AND APPLICATIONS:** In the event that any of the information on  
214 your rental application shall be found to be misleading, incorrect, or untrue, we shall have  
215 the right to cancel this agreement and to repossess the residence. No oral statement made  
216 by our employees agents or other tenants shall be binding upon us unless consented to by  
217 us in writing.

218  
219 XVIII. **LOCKS/KEYS:** We will provide a lock for your door. You agree that no additional locks will  
220 be placed upon any doors or mailboxes and no locks will be changed without our prior  
221 written permission. Further, you agree to supply the Landlord with any and all keys, upon  
222 demand within three (3) days. You agree to pay the cost of a locksmith and for new locks if  
223 you do not return all keys on vacating.

224  
225  
226 **MUST INITIAL FOR RECEIPT OF KEYS:**

227 **Tenant acknowledges receipt of all keys:** x\_\_\_\_\_ x\_\_\_\_\_ x\_\_\_\_\_ x\_\_\_\_\_

228

- 229 XIX. **ACCESS:** Tenant agrees to allow Landlord to enter the premises during the full term of this  
230 agreement at reasonable hours with a 48 hour notice to show or inspect and examine it or  
231 to make repairs, additions or alterations which we consider proper and reasonable (as  
232 allowed by the Residential Landlord-Tenant Act RCW 59.18.150). Emergency Access  
233 without tenant knowledge or approval is granted, as allowed by RCW Law. Landlord has  
234 the right to place and maintain "For Rent" signs in or on said premises for (30) thirty days  
235 prior to tenant move out.  
236
- 237 XX. **LIGHT BULBS:** Replacement of light bulbs or fluorescent tubes in the residence is your  
238 obligation. All fixtures must have operable light bulbs when you vacate.  
239
- 240 XXI. **NUISANCE:** Nuisances and un-disposed waste shall not be tolerated. Such activity by the  
241 Tenant, family member, guests, invitees or visitors will be cause for eviction. "Nuisance"  
242 and "Wastage" shall include, but not be limited to, the following committed, permitted or  
243 suffered on the premises, common areas, grounds, Landlord's property, and adjacent  
244 property, including sidewalks, public right-of-way and/or the nearby vehicles of tenants or  
245 the following;  
246
- 247 a. Any noise heard outside the unit and activity that disturbs the peace and quiet  
248 enjoyment of others, including annoying, boisterous, bullying, intimidating,  
249 mischievous, or obnoxious noise or behavior as defined by law.
  - 250 b. Loitering, playing, soliciting of any kind, or the use of illegal drugs, tobacco in a  
251 building's common areas; the use of alcohol outside any tenant's premises, disruptive,  
252 destructive, or risky behavior while under the influence of alcohol or prescription  
253 drugs, or from the failure to use any prescribed psychotropic drug, or the blocking of  
254 any tenant's premises or common passage; loud music/noises that disturbs neighbors  
255 or any use of illegal drugs.
  - 256 c. Disconnection, through misuse or non-payment, of electrical, gas, sewer, water or other  
257 public services.
  - 258 d. Possession, storage, public display or use of any ammunition, firearm, knife, dagger,  
259 sword, or other weapon or of any dangerous, inflammable, or explosive devises or  
260 materials, or the setting of any fires except in approved fireplaces and wood stoves.
  - 261 e. Vehicles, vessels, or trailers parked or left on gardens, lawns, sidewalks, or inoperable  
262 vehicles left on Landlord's or adjacent property or on the public right-of- way.
  - 263 f. Conducting any business, commercial or industrial activity, whether legal or not, on the  
264 premises without Landlord's written approval.
  - 265 g. Use of "fighting words" abusive, bullying, derogatory, harassing, hateful, or insulting  
266 language, especially to those of different backgrounds or situations from the one so  
267 speaking or writing, including difference of the following nature-- ethic, racial, religious,  
268 cultural, class, economic, age, disability, family, marital status, or sexual orientation.
  - 269 h. Leaving children unattended or any other behavior that endangers the health, safety or  
270 well-being of any children or other tenants or others present on property.  
271
- 272 XXII. **SMOKE/FIRE & CARBON MONOXIDE ALARMS:** You acknowledge that safety alarms are  
273 present in the rental unit and are in good working order. You agree not to remove the  
274 alarms or the batteries at any time. You will keep all alarms in good working order and will  
275 notify us of any non-working alarms. **You also agree to replace batteries as needed.**  
276

- 277 XXIII. **FIRE HAZARDS, DAMAGE OR INJURY:** You will not store hazardous substances that might  
278 cause a fire. If the residence becomes uninhabitable by reason of fire, the rent shall be  
279 suspended until it has been restored to a habitable condition unless your actions caused or  
280 contributed to the fire, in which case your Lease may be terminated. We are not liable for  
281 any injury to you, other persons or property caused by anything beyond our control.  
282 Tenant is encouraged to protect your property with your own renter's insurance.  
283
- 284 XXIV. **INTERRUPTIONS:** We are not liable for any inconvenience, discomfort, damage or injury  
285 arising from the interruptions, curtailment, or cessation of any services arising from  
286 repairs or improvements to the property. It is agreed that there will be no reduction or  
287 abatement of rent and that such interruption or curtailment shall not constitute a  
288 constructive eviction or otherwise affect your obligations unless such interruption or  
289 curtailment shall continue beyond a reasonable time after we secure parts, supplies, and  
290 any specialized labor that may be required to affect any repair.  
291
- 292 XXV. **CHANGE IN RENT OR OTHER CHARGES:** The monthly rent is based, in part, on present  
293 costs of services, property tax and insurance rates in effect when this agreement is  
294 executed. For renters not on the lease contract, we reserve the right to alter the rate of the  
295 monthly rent or other charges upon a 30-day notice of such change. Any increase or  
296 decrease in the rent or other charges shall not void this agreement. If you decide to give a  
297 written 30-day notice to vacate, as a result of a rent increase, there will be no re-rental  
298 charge. Your term shall end on the last day of the month following the month in which we  
299 receive your notice. If you do not elect to terminate this agreement, you will have  
300 consented to the change in rent or other charges and this agreement shall continue except  
301 as modified by our notice.  
302
- 303 XXVI. **BANKRUPTCY - ABANDONMENT:** If prior to the commencement or during the term of  
304 this lease, if you should abandon your rental unit we will post a 48-Hour Abandonment  
305 Notice and shall proceed in accordance with Law.  
306
- 307 XXVII. **DEFAULT:** If you default in performing any of your obligations, or if your conduct or that  
308 of the other occupants or guests shall be objectionable, we will give you a notice to cease  
309 your objectionable conduct immediately. If you do not correct your default or conduct, we  
310 may then, at our option, give you twenty (20) days' notice of our intention to terminate this  
311 agreement. Your term shall end at the expiration of said twenty (20) days but you will  
312 remain liable as stated in this agreement. If you default in payment of any installment of  
313 rent or any other money due to us under this agreement, we shall have all rights and  
314 remedies allowed by law including the right of eviction and re-entry and you shall remain  
315 liable. Under this agreement, we shall also have the right to terminate your occupancy with  
316 a 20-day notice as allowed by law.  
317
- 318 XXVIII. **LITIGATION & ATTORNEY FEES:** If we undertake legal proceedings to evict you or to  
319 collect from you, you agree to pay us reasonable legal fees in such proceedings in addition  
320 to the amounts otherwise due from you, together with the costs of collections. All persons  
321 signing this agreement hereby waive trial by jury in any action arising out of this  
322 agreement.  
323



324 XXIX. **WAIVER:** Our failure to insist in one or more instances upon a strict performance of the  
325 covenants of this agreement shall not be construed as a waiver or relinquishment of strict  
326 performance in the future. Any waiver shall be made in writing and signed by us.  
327

328 XXX. **HABITABILITY:** We covenant and warrant and you agree that the unit and all common  
329 areas are fit for human habitation and for the uses reasonably intended and specified in  
330 this agreement. We have taken photos prior to your moving in and kept records as to  
331 maintenance. You hereby testify that you have verified habitability with a signed move in  
332 check sheet prior to paying rent or signing a lease.  
333

334 XXXI. **MOVE IN CONDITION:** Tenant agrees that the rental unit and the property are in good and  
335 satisfactory condition when keys and possession is taken, with exceptions as stated in the  
336 **move in checklist**, which you hereby acknowledge you have used to inspect the rental  
337 before signing this lease and you have signed and date the move-in checklist before  
338 paying any rent or deposit monies. The floors, carpeting, walls, ceiling, appliances,  
339 cupboards, windows, doors, storm windows, glass, screens, furniture and equipment are  
340 clean, in good working order, and unbroken and the true condition of the rental unit noted  
341 in the move in checklist....with exceptions as noted on Move In Checklist.  
342

343 **NOTICE:** IF ANY REPAIR OR MAINTENANCE IS NEEDED DURING THE RENTAL PERIOD,  
344 THE TENANT MUST PAY FOR THESE REPAIRS UNLESS IT IS DETERMINED THAT THE  
345 TENANT IS NOT AT FAULT. **LANDLORD MUST BE NOTIFIED BEFORE REPAIR BEGINS**  
346 AND ONLY A LICENSED/BONDED REPAIRMAN MAY DO REPAIRS WHICH FALL UNDER HIS  
347 LICENSED AUTHORITY. Example; if moss is on the roof the owner must pay. If roof leaks  
348 due to no fault of tenant, owner must pay. If plumbing or electrical has failed due to no fault  
349 of the tenant, the owner must pay. If tenant is found to be liable, then tenant agrees to pay  
350 on demand without delay. Approval and determination of who is liable for needed repairs  
351 must be made by Landlord.  
352

353 XXXII. **ALTERATIONS & CHANGES:** You will not, without written permission, paint, wallpaper,  
354 remodel or make any structural changes, drill into, disfigure, or deface any part of the  
355 property or install fixtures of any type or description. Fixtures, once installed, will become  
356 our property, and you agree not to remove the same without our written permission. Wall-  
357 to-wall carpeting is to be considered a fixture.  
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359 XXXIII. **MAINTENANCE & REPAIR:**

360 **Tenant agrees;** to put in writing any request for maintenance or repair services,  
361 as is required by RCW State of Washington law code. Here are options:

362 **#1 Preferred Method:** [BCIproperties.appfolio.com/connect/users/sign\\_in](https://bcproperties.appfolio.com/connect/users/sign_in) – Get  
363 your login code from your Property Manager or email a request or call for code if desired.

364 **#2 Method:** [www.bcirent.com/Maintenance](http://www.bcirent.com/Maintenance) online form.

365 **Or if you do not have a computer;**

366 **#3 Method: Fax** a written dated request to: (253) 531-5358 must have a  
367 confirmation. or; **Emergency Only Maintenance**, after hour's phone: (253) 241-5758 or (253)  
368 241-6695 \*Must be backed up by a written request even if you call, for tracking of response  
369 times & proof of service. Tenants will pay for any damages or maintenance they cause.

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**NOTICE: BCI PROPERTIES MUST GET OWNER APPROVAL IN MOST CASES TO DO ANY MAINTENANCE OR REPAIR WORK. PLEASE BE PATIENT.**

Tenant agrees to keep the premises in a clean and good condition at all times. Tenant must ensure any repairs to the premises or property is approved by the Landlord prior to any work being done. All repair work must be done by a fully qualified, licensed & bonded repairman. Fill out online form or; fax a written dated request or; bring in a proper request in writing. DO NOT DO ANY MAINTENANCE WITHOUT BCI/LANDLORD PERMISSION.

**The following provisions must be followed;**

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1. Tenant is responsible when damage is caused by tenant, co-tenants, visitor/guests, misuse or by neglect. However, tenant is not responsible for normal wear and tear\*.
2. Tenant MUST have full coverage renters insurance, including liability coverage, which will cover tenants belongings and personal property in case of any kind of damage. Landlord nor owner shall be liable or responsibility for any damages to tenant's or non-tenant's personal property, regardless of how the loss occurred.
3. Home Owners Association (HOA): Tenant is responsible to read and abide by HOA rules and restrictions, if there is an HOA. The rules are attached to this lease or may be given to the tenant at the time of signing. If the tenant needs another copy or does not receive a copy upon signing this lease, then the tenant shall be liable and responsible to obtain a copy.
4. **TENANT WILL PAY A \$65 SERVICE CALL FEE** FOR THE 1<sup>st</sup> HOUR OF ANY SERVICE CALL BY A MAINTENANCE PERSON, THEREAFTER THE LANDLORD WILL PAY ENTIRE COST OF REPAIRS WHEN TENANT IS NOT DEEMED TO BE AT FAULT. **HOWEVER; TENANT WILL BE CHARGED FOR DAMAGES WHICH ARE DETERMINED TO BE CAUSED BY TENANT OR CAUSED BY VANDALS OR BREAK IN.** Tenant should get their own full coverage insurance to cover damage to owners property.

**Tenant is liable and must pay for repair costs when;**

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3. **Plumbing issues are caused by** sanitary napkins, garbage, grease, or foreign or harmful substances are placed in the plumbing receptacles. You are liable to keep all toilet, drains, and water lines free from becoming plugged or frozen.
4. **When tenants action or lack thereof** caused any damage. Such as frozen water lines if accessible and not protected by tenant, plus all clogged drains and toilets unless repairs are unavoidable due to roots or non-tenant caused clog in lines.
5. **When tenant fails to replace** heating/furnace and water filters, if present, every 90 days or sooner which has led to a failure of such equipment.
6. **When damage is caused by wind**, rain or other elements because of tenant leaving windows open, or by the overflow of water left running from a kitchen, bathroom or utility room in the rental.
7. **When vandals**, burglarize or break into your rental the tenant is liable. **Tenant is advised to get full liability insurance that will cover such damages. Landlord will not pay.**

- 409 8. **Tenant shall be responsible** for the cost of any damages created by tenant, such  
410 as but not limited to pest control if this is a single family home and other duties and  
411 responsibilities as per law.
- 412 9. **Tenant(s) of single family units** are responsible for keeping the yard mowed  
413 and cleaned regularly. This does not apply to apartment dwellers. This includes  
414 weeding and care for all flower beds and weeds along fence lines. No pruning or  
415 bush, hedge or tree trimming as owner is responsible for that.
- 416 10. **When tenant allows inoperable car, tires, car parts, building materials, debris**  
417 **etc.** to be on the property or city/county streets or right of way.
- 418 11. **Tenants in single family homes** are responsible and liable for remediation or  
419 **cost of any and all pest control**, such as ants, wasps nests, rodents etc. plus other  
420 terms as outlined in the Washington State **RCW Law code 59:18:130** as seen at;  
421 <http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.130>

422 If tenant does not comply with these rules, tenant will be given a ten (10) day notice to correct the  
423 violation. If violations continue past 10 days it is a Breach of Contract, which will begin the  
424 Eviction process. After 10 days the Landlord has the right to do the clean-up and removal of any  
425 such items and will charge the Tenant a fee for the cost.

426 If tenant fails to make repairs or replacement, we may do so at tenant expense and charge you the  
427 cost of the repair or replacement. Any charges due as a result will be in addition to your monthly  
428 rent and any other monies owed. Tenant shall be aware that cleaning fees, hauling fees, yard  
429 mowing and weeding, and repair fees could average \$65.00 per hour or more. If an appointment  
430 has been set for repairs to be done and you miss your agreed on time, are not home, do not answer  
431 the door or refuse to let the necessary people in to make repair, then you will be charged a  
432 minimum forty-five dollar (\$65.00) service trip fee for the maintenance mans wasted time.

433 **\*NORMAL WEAR & TEAR;** is determined solely by the landlord. Abnormal wear and tear  
434 includes, but not limited to abnormal carpet wear, damage to walls and flooring, paint scratches  
435 and marks, damage caused by pets and damages caused by visitors, plus damages which were not  
436 there at inception of lease etc.

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438 XXXIV. **REPAINTING:** This property is a **NON-SMOKING** dwelling. Upon vacating, you are  
439 responsible for the cost of repainting if needed due to damage to walls and ceilings due to  
440 de-coloration or odor from smoking, nail holes in walls (more than one nail hole in each  
441 wall) or excessive marks on walls etc. regardless of the cause or who did the damage. Must  
442 be a licensed painter and be brought back to original colors, or we will repaint with cost  
443 billed to tenant if tenant caused, at sole opinion of landlord.

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445 XXXV. **TERMINATION OR VACATING TERMS:** Upon Landlord receipt of a legal written notice from tenant  
446 to Landlord that tenant desires to move, or if asked to move out by the Landlord and at least 20  
447 days before the end of the Lease rental term expiration; tenant agrees to move out per provisions of  
448 Washington State Landlord Tenant Law in a timely manner. If the tenant happens to stay on and not  
449 terminate, this expired lease shall only be expired in regards to length of time it is in effect and this  
450 lease will continue on a month to month basis with all Contract Terms remaining the same, along  
451 with all provisions of the contract. Subsequently, if and when tenant or Landlord wishes to give a 20  
452 Day Notice of Termination, it must be at least 20 days before the end of a month or rental term.

453 **NOTE: BCI requires:** that all tenants provide a **forwarding address before** or  
454 when they return keys upon move out to ensure compliance with RCW Law

455 Code 59.18 of RCW which provides: "(1)(a) When premises are rented for an indefinite  
456 time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a  
457 tenancy from month to month, or from period to period on which rent is payable, and shall  
458 be terminated by written notice of twenty days or more, preceding the end of any of the  
459 months or periods of tenancy, given by either party to the other."  
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461 XXXVI. **CONDITION WHEN VACATING RESIDENCE:** You agree to promptly surrender the rental  
462 unit or house at the end of the term in good, clean and rentable condition. Time is of the  
463 essence in your surrender. If the new tenant's move in is delayed as a result of damage, a  
464 need for added cleaning, or your vacating of the unit after the end of the term of this  
465 agreement, then you will be liable for payment of additional rent, fine or fee as will be  
466 determined with a Settlement of Deposit in 14-days or less. Tenant will be charged rent  
467 until all keys and garage door opener to the premises are returned to the management.  
468 You must have or request a "check out form" to compare with your "move in form" when  
469 you are ready to clean up and vacate rental unit, to help ensure refund of your deposit  
470 whenever possible. Please note we like to refund deposits.  
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472 XXXVII. **ADDITIONAL TERMS:** Tenants (you), occupants and guests will comply with the rules  
473 below (including all local and governmental laws) and such other and future rules as we  
474 may make for the safety, care, cleanliness and good order of the property or the comfort,  
475 quiet and convenience of other residents and neighbors. Additional rules shall become  
476 effective upon notice. Failure to comply with rules shall, at our option, be considered a  
477 default of rental agreement and may result in termination of tenancy.  
478 ➤ You shall keep the premises in a clean, neat and sanitary appearance and condition,  
479 including prompt disposal of all discarded materials, debris, garbage, junk, litter,  
480 recyclable, rubbish, trash, and waste water in a clean, proper, and sanitary manner, and  
481 without odor, at reasonable and regular intervals.  
482 ➤ **Vandalism**, burglary, break-ins or damages allegedly caused by others is liability of tenant,  
483 so the Landlord will not be responsible. Tenant is advised to have full liability insurance.  
484 ➤ There is to be no unlawful activity, nor association with a gang, group or person while  
485 engaged in unlawful activity or when it may cause Lease agreement violations.  
486 ➤ Tenant is responsible for keeping the Landlord current with all pertinent information,  
487 including any changes in employment or income, unit residents, telephone numbers, utility  
488 services, vehicles registrations. No vehicles, boats, trailers or other large items which are  
489 not on the lease, shall be left on the property over 1 week, or stored on the property  
490 without written permission of Landlord and must be owned by tenant.  
491 ➤ Tenant shall promptly report all needed maintenance and repairs to Landlord in writing  
492 within 24 hours in writing by mail, email, in person at BCI office, or on the approved online  
493 form at [www.BCIrent.com](http://www.BCIrent.com) under left menu, called "**Tenant Maintenance Request Form**".  
494 ➤ Tenant agrees and acknowledges that only assigned parking spaces are to be used by  
495 Tenant and/or their guests. These are limited to private passenger vehicles only. Tenant  
496 shall have no right to store any recreational vehicle, boat, trailer, furniture, appliances or  
497 any other property in said parking space, spaces, or carport without written consent of  
498 Landlord. Violation of rules is a Breach of this Contract.  
499 ➤ Tenant shall allow Landlord and/or their Agents, to inspect the interior and exterior of the  
500 rental when needed according to RCW Law Code with a 48 hour notice, or sooner if deemed  
501 necessary by landlord.

- 502 ➤ Tenant(s) agree to unconditionally allow Landlord to share and provide as Landlord sees  
 503 fit, any information that Landlord has in tenant file for the purpose of past due rents or fee  
 504 collection, damage, cleaning or other debt's owed to Landlord or owner of the rental  
 505 property and this information may be shared with Collection Agencies, Military JAG or  
 506 other Military personal or others who may be of help to recover alleged or past due debts.  
 507 ➤ **Tenant Benefits Package.** Please see Addendum Form TBP-1 if applicable.

508 **RENTERS INSURANCE REQUIRED.** A **Full Coverage Renters Insurance Policy** is required  
 509 within 10 Days of signing this lease, which must include liability for intentional and/or accidental  
 510 damages to the owner's rental property, plus pet and cigarette smoke damage. BCI Properties,  
 511 LLC must be listed on Renters Insurance Policy, as **"Additional loss Payee or Insured"**. Failure to  
 512 obtain acceptable insurance on time shall be a breach of this lease. \*Additional limited **"AppFolio**  
 513 **Renters Insurance"** is available for \$14.50 a month, but it does not cover vandals. Enroll me in  
 514 the "AppFolio Tenant Liability Insurance Program": **x\_\_\_\_\_** .  
 515 **\*See attached documentation for AppFolio.**

516 **ACKNOWLEDGEMENT:**

517 I/we the undersigned(s), agree and understand that this agreement is between the Landlord BCI PROPERTIES, LLC  
 518 and the tenant(s) as listed herein. It is agreed that if any term or condition of this agreement is violated and tenant(s) are  
 519 given a notice to correct, then the tenant(s) will do so within the prescribed time limit of the notice. Failure will result in a  
 520 Breach of Contract and the owner or Landlord may file legal proceedings against tenant(s) to recover possession. To avoid a  
 521 default of this contract, each and every person who signs below also agrees that they each shall be individually responsible  
 522 for timely payment of the entire rent and all other provisions of this agreement even if one of the undersigned Tenant(s)  
 523 does not pay their portion of the rent, or moves out before the lease term has expired.

524 Each tenant hereby acknowledges that I/we have read and understood and agree to all terms and conditions of this  
 525 agreement with me/us to my/our satisfaction. This agreement constitutes the entire agreement and cannot be orally  
 526 amended. Any changes in this contract must be in writing and signed by all of the parties involved. If any term, covenant,  
 527 condition, rule or restriction is found by a court of law to be unlawful, unenforceable or invalid then the remaining  
 528 provisions shall remain fully enforceable and binding. This agreement shall be binding upon the parties, their heirs,  
 529 executors, successors and assigns.

530 Tenant(s) acknowledge receipt of a copy of this lease and all related documents at the time of signing:

<input type="checkbox"/> <b>Lease/Rental Agreement</b> <input type="checkbox"/> Pet Agreement* <input type="checkbox"/> <b>Know your rights form – Landlord/Tenant Act, Mold</b> <input type="checkbox"/> Risk Management Addendum* <input type="checkbox"/> <b>Renters Insurance</b> <input type="checkbox"/> Economic Unity Addendum <input type="checkbox"/> <b>AppFolio Renters Liability Insurance</b> <input type="checkbox"/> <b>Move in Check List</b>	<input type="checkbox"/> Lead based paint form 22J * <input type="checkbox"/> EPA Lead Based Paint Handout* <input type="checkbox"/> <b>A Brief Guide to Mold, Moisture and Your Home</b> <input type="checkbox"/> <b>Fire Safety Code</b> <input type="checkbox"/> <b>Crime/Drugs Free Housing Addendum</b> <input type="checkbox"/> Carpet Addendum <input type="checkbox"/> Other: _____
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531 \* If applicable. Items in **red** are required. Items in **blue** are highly recommended! Rent may include other monthly fees such as monthly  
 532 Pet Fees etc.

533 x \_\_\_\_\_

534 TENANT \_\_\_\_\_ DATE \_\_\_\_\_

535 x \_\_\_\_\_

536 TENANT \_\_\_\_\_ DATE \_\_\_\_\_

537 x \_\_\_\_\_  
538 LESSOR/LANDLORD / Agent DATE  
539 **Attorney of record:**  
540 **McFerren Law Firm / Martin Burns Attorney at Law / Fredrick Hetter Atty. at Law**  
541 Direct Phone: (253) 284-3801  
542 Toll Free: (800) 236-4948  
543 Insurance carrier: Farmers Insurance  
544 © Copyrighted Material & Intellectual property rights 2003/2016 by BCI Properties, L.L.C.  
545 Updated last on: 9/06/2016  
546 (NOTARY required only if contract is for more than one year)

BCI PROPERTIES LLC