



Updated: 1/24/2018

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 10th
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 1st 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. We have 21-days from the day
42 you turn in keys to return any deposit that is owed to you. Past due late charges, notice fees, maintenance
43 charges etc. not paid for 30 days or more may be sent to a collection agency.

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

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

63 **HOW TO PAY YOUR RENT**

- 64 A. **Pay in person at:** BCI Properties, LLC - 9702 South Tacoma Way Suite-105/106,
65 Lakewood WA 98499
- 66 B. **Online** - Just click on www.BClrent.com **see the Tenant Login Link.**
- 67 C. **BCIproperties.appfolio.com/connect/users/sign_in**
68 **Notice:** May be a 3RD party fee and time zone difference.
- 69 D. **Pay at: Seven-11** with a voucher from Appfolio.
70 **Notice:** Please be aware of a 3RD party fee and time zone difference.
- 71 E. **Mail to:** BCI Properties, LLC - P. O. Box 44340, Tacoma, WA 98448

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

90

- 91 I. **GRACE PERIOD:** Rent must be paid on time and in full on the 1st day
92 of each month. ON DAY 2 TENANT IS LATE. Nothing contained in
93 this agreement shall be interpreted to give you any right to pay rent
94 later than the 1st of the month. If not abused tenant shall be allowed
95 to pay their rent by the 5th day of a month as a “Grace” period.
- 96 II. **ABUSE OF GRACE:** IF GRACE IS USED FOR A TOTAL OF 3 MONTHS IN ANY 12
97 MONTH PERIOD IT WILL BE CONSIDERED AN OWNER HARDSHIP AND
98 TENANT MAY BE CONSIDERED IN DEFAULT OF THIS LEASE AT THE SOLE
99 DISCRETION OF LANDLORD. IF YOU FAIL TO COMPLY, LATE CHARGES WILL
100 APPLY AND YOU WILL BE SUBJECT TO EVICTION. EVICTIONS CAN FOLLOW
101 YOU FOR 10 YEARS.
- 102
- 103 III. **LATE CHARGES:** LATE CHARGES WILL BEGIN BY **8:00 a.m.** ON DAY 6 AFTER
104 RENT IS DUE. ON THE 6th DAY A CHARGE OF \$100.00 SHALL BE ASSESSED
105 TO THE TENANT(s) AND \$20.00 PER DAY SHALL BE CHARGED TO YOU AS
106 THE TENANT STARTING ON DAY SIX (6). THESE LATE CHARGES SHALL
107 ACCUMULATE UNTIL ALL MONIES PAST DUE HAVE BEEN PAID IN FULL.
108
- 109 IV. **POSTING & DELIVERY OF NOTICES:** Tenants are responsible for PAYMENT OF ANY
110 POSTED or DELIVERED 3-DAY LATE NOTICE, EVICTION NOTICES, 10-DAY NOTICE TO
111 COMPLY OR THOSE WE MUST PAY A PROCESS SERVER OR BCI AGENT TO DELIVER at a
112 rate of **\$65 per notice.** THERE WILL BE NO FEE OR CHARGE FOR INSPECTION NOTICES OR
113 NOTICES THAT TENANT IS NOT LIABLE FOR.
- 114 V. **HOW RENT PAYMENTS ARE APPLIED:** RENT PAYMENTS MUST APPLY TO ANY PRE-
115 EXISTING, **OLD OR OUTSTANDING** BALANCES DUE ON TENANT ACCOUNT, BEFORE
116 BEING APPLIED TO THE CURRENT MONTH’S RENT SUBJECT TO EXCEPTIONS ALLOWED
117 BY LANDLORD, AND CONTINGENT ON THE NEEDS OF THE PROPERTY OWNER.
118
- 119 VI. **Rent lost in the mail will be counted as late until received, late fees will apply.** If your
120 rent is late or not paid in full within the grace period, we shall charge late fees, or consider
121 you in default of lease.
122
- 123 VII. **PETS & SERVICE ANIMALS:** NO pets (animals) shall be brought onto the premises unless
124 allowed by Landlord in writing. There shall be a Non-refundable Pet fee (cost listed below)
125 paid prior to occupancy for rentals which are pet approved, or as part of lease, with the
126 **exception of a duly licensed Service Animal as allowed by law.** Tenants claiming that
127 they have the right to a service animal must prove their need with a verifiable Doctor’s
128 Letter or official approved document from a care giver given to BCI/Landlord for your
129 tenant file. Doctors and Licensed Care Givers will be contacted to verify such need, but the
130 Landlord will abide by the law in all cases. By RCW Law tenants are responsible for any
131 damages or cleaning which is caused by a Service Animal, including but not limited to pest
132 control abatement, replacement of carpeting if needed etc.
133

- 135 VIII. **ABUSE OF PET POLICY RULE and PENALTY:** The unauthorized presence of a pet will
136 subject you to penalties, damages and possible law suit in court if needed for mitigated
137 damages and immediate termination of Lease and/or Eviction. **TENANT agrees to pay a**
138 **fifty-dollar (\$50.00) per day impact fees for each pet brought upon the property**
139 **without our written permission, even if it belongs to a visitor, and tenant least will**
140 **be in default.** If you would like to have a pet on the property, you must have a written and
141 landlord approved pet agreement. Feeding stray or unauthorized pets is prohibited,
142 including but not limited to dogs, cats and other animals, reptiles, birds, rodents and
143 insects as this invites their habitation and possible damage to the owners property.
144 Violation of the above by tenant or tenant's guests or occupants, with or without the
145 tenants knowledge or permission shall be a breach of this lease contract and cause for
146 eviction as allowed by Washington State RCW Law Code with forfeiture of entire security
147 deposit or other fees and charges if damage is found evident or not.
148
- 149 IX. **ADDITIONAL OCCUPANTS:** Unless otherwise agreed in writing, NO persons nor pets that
150 are not listed on this agreement or an Addendum may occupy the residence or property
151 whatsoever nor move in any personal effects unless approved in writing by Landlord and
152 added to this Lease. This will incur an "Impact Fee" of one hundred dollars (\$100.00) per
153 month per person, which will be charged for each added occupant during each month or
154 fraction of a month of occupancy, plus they must be added to your rental lease as a rental
155 increase. Short-term visits by guests (relatives and friends) are OK, but these may not
156 exceed seven (7) days every 12 months and their pets are not allowed. Longer stays
157 without written approval by Owner/Manager will be a breach of this Agreement and
158 subject all occupants to eviction.
159
- 160 X. **OWNER PROVIDED:** Owner will provide the following items on loan at no cost to tenant,
161 but not applicable if not present at move-in. Items in red are subject to possible damage caused by
162 tenant. Tenants must repair or replace these items if the tenant is determined by our repairman to
163 be a tenant fault after move-in. (Possible damage may include but it not limited to a spoon, fork, coins or
164 foreign material in disposal. Clogged dryer or sewer. Tenant must change filter in heating system or
165 refrigerator as applicable every 90-days. Failure to do these things may cause early failure.)
166 () Water () Sewer () Garbage + () Keys () Refrigerator () Furnace [] Range/oven () Window Coverings
167 () Washer () Dryer () Garbage Disposal () Dishwasher () Microwave () Garage Opener
168 ()Other _____.
169
- 170 XI. **APPLIANCES AND FIXTURES:** These are free to use, however **those in red** above must be
171 repaired or replaced by tenant if failure is found by our repairman to be fault of tenant. If
172 they become inoperable or damaged, then replacement units must be of similar type and
173 quality and approved by landlord. These then become the property of owner. It is at
174 Landlord and/or Owners sole discretion if the fixture or any appliance shall be repaired,
175 replaced, or removed, with any such change by written permission of Landlord only. Air
176 conditioners, washing machines, dryers and any other appliances or fixtures may not be
177 installed without the Landlord's written permission.
178
- 179 XII. **UTILITIES:** **Tenant shall pay for ALL services and utilities supplied to the premises,**
180 such as water, electric, natural gas, cable tv, sewer, garbage, phone service, septic cleanout
181 pumping fee etc. In the event that the tenant does not, or is not able to, transfer all utilities
182 into her/her name within 24 hours, any subsequent bill or invoice from a utility provider

183 will be the responsibility of the tenant to pay and if not paid can be considered a breach of
184 this contract.....as this failure to pay can cause a lien to be put on the owners property and
185 cause harm to the owner.

186
187 XIII. **RETURNED CHECKS:** A charge of \$45 will be assessed for checks that do not clear the bank and or
188 are returned due to NSF or for any other reason. If this causes your rent to be late, we shall
189 consider you in default under this agreement and late fees will be charged. Tenant further
190 understands that after two (2) NSF or bad check occurrence, all rent will be required to be paid in
191 the future with either money order or cashier's check.

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

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

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

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

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

228
229 **MUST INITIAL FOR RECEIPT OF KEYS:**
230
231 **Tenant acknowledges receipt of all keys:** x_____ x_____ x_____ x_____

232

- 233 XIX. **ACCESS:** Tenant agrees to allow Landlord to enter the premises during the full term of this
234 agreement at reasonable hours with a 48 hour notice to show or inspect and examine it or
235 to make repairs, additions or alterations which we consider proper and reasonable (as
236 allowed by the Residential Landlord-Tenant Act RCW 59.18.150). Tenant agrees to allow
237 Landlord/ Agents of Real Estate to show the home with 24 hour prior notice given.
238 Emergency Access without tenant knowledge or approval is granted, as allowed by RCW
239 Law. Landlord has the right to place and maintain "For Rent" signs in or on said premises
240 for (30) thirty days prior to tenant move out.
241
- 242 XX. **LIGHT BULBS:** Replacement of light bulbs or fluorescent tubes in the residence is your
243 obligation. All fixtures must have operable light bulbs when you vacate.
244
- 245 XXI. **NUISANCE:** Nuisances and un-disposed waste shall not be tolerated. Such activity by the
246 Tenant, family member, guests, invitees or visitors will be cause for eviction. "Nuisance"
247 and "Wastage" shall include, but not be limited to, the following committed, permitted or
248 suffered on the premises, common areas, grounds, Landlord's property, and adjacent
249 property, including sidewalks, public right-of-way and/or the nearby vehicles of tenants or
250 the following;
251
- 252 a. Any noise heard outside the unit and activity that disturbs the peace and quiet
253 enjoyment of others, including annoying, boisterous, bullying, intimidating,
254 mischievous, or obnoxious noise or behavior as defined by law.
 - 255 b. Loitering, playing, soliciting of any kind, or the use of illegal drugs, tobacco in a
256 building's common areas; the use of alcohol outside any tenant's premises, disruptive,
257 destructive, or risky behavior while under the influence of alcohol or prescription
258 drugs, or from the failure to use any prescribed psychotropic drug, or the blocking of
259 any tenant's premises or common passage; loud music/noises that disturbs neighbors
260 or any use of illegal drugs.
 - 261 c. Disconnection, through misuse or non-payment, of electrical, gas, sewer, water or other
262 public services.
 - 263 d. Possession, storage, public display or use of any ammunition, firearm, knife, dagger,
264 sword, or other weapon or of any dangerous, inflammable, or explosive devises or
265 materials, or the setting of any fires except in approved fireplaces and wood stoves.
 - 266 e. Vehicles, vessels, or trailers parked or left on gardens, lawns, sidewalks, or inoperable
267 vehicles left on Landlord's or adjacent property or on the public right-of- way.
 - 268 f. Conducting any business, commercial or industrial activity, whether legal or not, on the
269 premises without Landlord's written approval.
 - 270 g. Use of "fighting words" abusive, bullying, derogatory, harassing, hateful, or insulting
271 language, especially to those of different backgrounds or situations from the one so
272 speaking or writing, including difference of the following nature-- ethic, racial, religious,
273 cultural, class, economic, age, disability, family, marital status, or sexual orientation.
 - 274 h. Leaving children unattended or any other behavior that endangers the health, safety or
275 well-being of any children or other tenants or others present on property.
276
277
278

- 279 xxii. **SMOKE/FIRE & CARBON MONOXIDE ALARMS:** You acknowledge that smoke and C/O
280 alarms are present in the rental and are in good working order. You agree not to remove
281 the alarms or the batteries at any time. You will keep all alarms in good working order and
282 will notify us of any non-working alarms. **You also agree to replace batteries as needed.**
283
- 284 xxiii. **FIRE HAZARDS, DAMAGE OR INJURY:** You will not store hazardous substances that might
285 cause a fire. If the residence becomes uninhabitable by reason of fire, the rent shall be
286 suspended until it has been restored to a habitable condition unless your actions caused or
287 contributed to the fire, in which case your Lease may be terminated. We are not liable for
288 any injury to you, other persons or property caused by anything beyond our control.
289 Tenant is encouraged to protect your property with your own renter's insurance.
290
- 291 xxiv. **INTERRUPTIONS:** We are not liable for any inconvenience, discomfort, damage or injury
292 arising from the interruptions, curtailment, or cessation of any services arising from
293 repairs or improvements to the property. It is agreed that there will be no reduction or
294 abatement of rent and that such interruption or curtailment shall not constitute a
295 constructive eviction or otherwise affect your obligations unless such interruption or
296 curtailment shall continue beyond a reasonable time after we secure parts, supplies, and
297 any specialized labor that may be required to affect any repair.
298
- 299 xxv. **CHANGE IN RENT OR OTHER CHARGES:** The monthly rent is based, in part, on present
300 costs of services, property tax and insurance rates in effect when this agreement is
301 executed. For renters not on the lease contract, we reserve the right to alter the rate of the
302 monthly rent or other charges upon a 30-day notice of such change. Any increase or
303 decrease in the rent or other charges shall not void this agreement. If you decide to give a
304 written 30-day notice to vacate, as a result of a rent increase, there will be no re-rental
305 charge. Your term shall end on the last day of the month following the month in which we
306 receive your notice. If you do not elect to terminate this agreement, you will have
307 consented to the change in rent or other charges and this agreement shall continue except
308 as modified by our notice.
309
- 310 xxvi. **BANKRUPTCY - ABANDONMENT:** If prior to the commencement or during the term of
311 this lease, if you should abandon your rental unit we will post a 48-Hour Abandonment
312 Notice and shall proceed in accordance with Law.
313
- 314 xxvii. **DEFAULT:** If you default in performing any of your obligations, or if your conduct or that
315 of the other occupants or guests shall be objectionable, we will give you a notice to cease
316 your objectionable conduct immediately. If you do not correct your default or conduct, we
317 may then, at our option, give you twenty (20) days' notice of our intention to terminate this
318 agreement. Your term shall end at the expiration of said twenty (20) days but you will
319 remain liable as stated in this agreement. If you default in payment of any installment of
320 rent or any other money due to us under this agreement, we shall have all rights and
321 remedies allowed by law including the right of eviction and re-entry and you shall remain
322 liable. Under this agreement, we shall also have the right to terminate your occupancy with
323 a 20-day notice as allowed by law.
324

325 XXVIII. **LITIGATION & ATTORNEY FEES:** If we undertake legal proceedings to evict you or to
326 collect from you, you agree to pay us reasonable legal fees in such proceedings in addition
327 to the amounts otherwise due from you, together with the costs of collections. All persons
328 signing this agreement hereby waive trial by jury in any action arising out of this
329 agreement.
330

331 XXIX. **WAIVER:** Our failure to insist in one or more instances upon a strict performance of the
332 covenants of this agreement shall not be construed as a waiver or relinquishment of strict
333 performance in the future. Any waiver shall be made in writing and signed by us.
334

335 XXX. **HABITABILITY:** We covenant and warrant and you agree that the unit and all common
336 areas are fit for human habitation and for the uses reasonably intended and specified in
337 this agreement. We have taken photos prior to your moving in and kept records as to
338 maintenance. You hereby testify that you have verified habitability with a signed move in
339 check sheet prior to paying rent or signing a lease.
340

341 XXXI. **MOVE IN CONDITION:** Tenant agrees that the rental unit and the property are in good and
342 satisfactory condition when keys and possession is taken, with exceptions as stated in the
343 **move in checklist**, which **you hereby acknowledge you have used to inspect the rental**
344 **before signing this lease and you have signed and date the move-in checklist before**
345 **paying any rent or deposit monies.** The floors, carpeting, walls, ceiling, appliances,
346 cupboards, windows, doors, storm windows, glass, screens, furniture and equipment are
347 clean, in good working order, and unbroken and the true condition of the rental unit noted
348 in the move in checklist....with exceptions as noted on Move In Checklist.
349

350 **NOTICE:** IF ANY REPAIR OR MAINTENANCE IS NEEDED DURING THE RENTAL PERIOD,
351 THE **TENANT MUST PAY FOR THESE REPAIRS** UNLESS IT IS DETERMINED THAT THE
352 TENANT IS NOT AT FAULT. **LANDLORD MUST BE NOTIFIED BEFORE REPAIR BEGINS**
353 AND ONLY A LICENSED/BONDED REPAIRMAN MAY DO REPAIRS WHICH FALL UNDER HIS
354 LICENSED AUTHORITY. Example; if moss is on the roof the owner must pay. If roof leaks
355 due to no fault of tenant, owner must pay. If plumbing or electrical has failed due to no fault
356 of the tenant, the owner must pay. If tenant is found to be liable, then tenant agrees to pay
357 on demand without delay. Approval and determination of who is liable for needed repairs
358 must be made by Landlord.
359

360 XXXII. **ALTERATIONS & CHANGES:** You will not, without written permission, paint, wallpaper,
361 remodel or make any structural changes, drill into, disfigure, or deface any part of the
362 property or install fixtures of any type or description. Fixtures, once installed, will become
363 our property, and you agree not to remove the same without our written permission. Wall-
364 to-wall carpeting is to be considered a fixture.
365
366
367
368
369
370

371 xxxiii.

MAINTENANCE & REPAIR:

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

374 **#1 Preferred Method:** [BCIproperties.appfolio.com/connect/users/sign_in](https://bciproperties.appfolio.com/connect/users/sign_in) – Get
375 your login code from your Property Manager or email a request or call for code if desired.

376 **#2 Method: Email, call or text your Property Manager! Service Manager: 253-304-0919**
377 ***Or if you do not have a computer;***

378 **#3 Method: Fax** a written dated request to: (253) 531-5358 must have a
379 confirmation. or; **Emergency Only Maintenance**, after hour’s phone: (253) 304-0919 or (253)
380 241-5787 *Must be backed up by a written request even if you call, for tracking of response
381 times & proof of service. Tenants will pay for any damages or maintenance they cause.

382
383 **NOTICE: BCI PROPERTIES MUST GET OWNER APPROVAL IN MOST CASES TO DO ANY**
384 **MAINTENANCE OR REPAIR WORK. PLEASE BE PATIENT.**

385 Tenant agrees to keep the premises in a clean and good condition at all times. Tenant must
386 ensure any repairs to the premises or property is approved by the Landlord prior to any
387 work being done. All repair work must be done by a fully qualified, licensed & bonded
388 repairman. Fill out online form or; fax a written dated request or; bring in a proper request
389 in writing. **DO NOT DO ANY MAINTENANCE WITHOUT BCI/LANDLORD PERMISSION.**
390 **WITHOUT PRIOR APPROVAL FROM LANDLORD, tenant understands any materials or labor**
391 **performed or purchased will not be refunded or to be used as a rent credit.**

The following provisions must be followed;

- 392 1. Tenant is responsible when damage is caused by tenant, co-tenants, visitor/guests,
393 misuse or by neglect. However, tenant is not responsible for normal wear and tear*.
- 394 2. Tenant MUST have full coverage renters insurance, including liability coverage, which
395 will cover tenants belongings and personal property in case of any kind of damage.
396 Landlord nor owner shall be liable or responsibility for any damages to tenant’s or non-
397 tenant’s personal property, regardless of how the loss occurred.
- 398 3. Home Owners Association (HOA): Tenant is responsible to read and abide by HOA rules
399 and restrictions, if there is an HOA. The rules are attached to this lease or may be given
400 to the tenant at the time of signing. If the tenant needs another copy or does not receive
401 a copy upon signing this lease, then the tenant shall be liable and responsible to obtain a
402 copy. **ANY FINES IMPOSED BY THE HOA DUE TO FAILURE TO FOLLOW HOA RULES**
403 **AND/ OR VIOLATION NOTICES, ARE THE RESPONSIBILITY OF THE TENANT AND**
404 **WILL BE CHARGED TO YOUR ACCOUNT.**
- 405 4. **TENANT WILL BE CHARGED FOR DAMAGES WHICH ARE DETERMINED TO BE**
406 **CAUSED BY TENANT OR CAUSED BY VANDALS OR BREAK IN**
- 407 5. THE LANDLORD WILL PAY ENTIRE COST OF REPAIRS WHEN TENANT IS NOT DEEMED
408 TO BE AT FAULT. **HOWEVER;**
409 Tenant should get their own full coverage insurance to cover damage to owners
410 property.

Tenant is liable and must pay for repair costs when;

- 411 **3. Plumbing issues are caused by** sanitary napkins, garbage, grease, or foreign or harmful
412 substances are placed in the plumbing receptacles. You are liable to keep all toilet,
413 drains, and water lines free from becoming plugged or frozen.
- 414 **4. When tenants action or lack thereof caused any damage.** Such as frozen water lines if
415 accessible and not protected by tenant, plus all clogged drains and toilets unless repairs
416 are unavoidable due to roots or non-tenant caused clog in lines.
- 417 **5. When tenant fails to replace** heating/furnace and water filters, if present, every 90
418 days or sooner which has led to a failure of such equipment.
- 419 **6. When damage is caused by wind,** rain or other elements because of tenant leaving
420 windows open, or by the overflow of water left running from a kitchen, bathroom or
421 utility room in the rental.
- 422 **7. When vandals** burglarize or break into your rental the tenant is liable. **Tenant is**
423 **advised to get full liability insurance that will cover such damages. Landlord will**
424 **not pay.**
- 425 **8. Tenant shall be responsible for the cost of any damages created by tenant,** such as
426 but not limited to pest control if this is a single family home and other duties and
427 responsibilities as per law.
- 428 **9. Tenant(s) of single family units are responsible for keeping the yard mowed and**
429 **cleaned regularly.** This does not apply to apartment dwellers. This includes weeding
430 and care for all flower beds and weeds along fence lines. No pruning or bush, hedge or
431 tree trimming as owner is responsible for that.
- 432 **10. When tenant allows inoperable car, tires, car parts, building materials, debris etc.**
433 to be on the property or city/county streets or right of way.
- 434 **11. Tenants in single family homes are responsible and liable for remediation or cost**
435 **of any and all pest control,** such as ants, wasps nests, rodents etc. plus other terms as
436 outlined in the Washington State **RCW Law code 59:18:.130** as seen at;
437 <http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.130>

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

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

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

454

- 455 XXXIV. **REPAINTING:** This property is a **NON-SMOKING** dwelling. Upon vacating, you are
456 responsible for the cost of repainting if needed due to damage to walls and ceilings due to
457 de-coloration or odor from smoking, nail holes in walls (more than one nail hole in each
458 wall) or excessive marks on walls etc. regardless of the cause or who did the damage. Must
459 be a licensed painter and be brought back to original colors, or we will repaint with cost
460 billed to tenant if tenant caused, at sole opinion of landlord.
461
- 462 XXXV. **TERMINATION OR VACATING TERMS:** Upon Landlord receipt of a legal written notice from tenant
463 to Landlord that tenant desires to move, or if asked to move out by the Landlord and at least 20
464 days before the end of the Lease rental term expiration; tenant agrees to move out per provisions of
465 Washington State Landlord Tenant Law in a timely manner. If the tenant happens to stay on and not
466 terminate, this expired lease shall only be expired in regards to length of time it is in effect and this
467 lease will continue on a month to month basis with all Contract Terms remaining the same, along
468 with all provisions of the contract. Subsequently, if and when tenant or Landlord wishes to give a 20
469 Day Notice of Termination, it must be at least 20 days before the end of a month or rental term.
470 **NOTE: BCI requires:** that all tenants provide a forwarding address **before** or
471 when they return keys upon move out to ensure compliance with RCW Law
472 Code 59.18 of RCW which provides: "(1)(a) When premises are rented for an indefinite
473 time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a
474 tenancy from month to month, or from period to period on which rent is payable, and shall
475 be terminated by written notice of twenty days or more, preceding the end of any of the
476 months or periods of tenancy, given by either party to the other."
477
- 478 XXXVI. **CONDITION WHEN VACATING RESIDENCE:** You agree to promptly surrender the rental
479 unit or house at the end of the term in good, clean and rentable condition. Time is of the
480 essence in your surrender. If the new tenant's move in is delayed as a result of damage, a
481 need for added cleaning, or your vacating of the unit after the end of the term of this
482 agreement, then you will be liable for payment of additional rent, fine or fee as will be
483 determined with a Settlement of Deposit in 21-days or less. Tenant will be charged rent
484 until all keys and garage door opener to the premises are returned to the management.
485 You must have or request a "check out form" to compare with your "move in form" when
486 you are ready to clean up and vacate rental unit, to help ensure refund of your deposit
487 whenever possible. Please note we like to refund deposits.
488
- 489 XXXVII. **ADDITIONAL TERMS:** Tenants (you), occupants and guests will comply with the rules below
490 (including all local and governmental laws) and such other and future rules as we may make for the
491 safety, care, cleanliness and good order of the property or the comfort, quiet and convenience of
492 other residents and neighbors. Additional rules shall become effective upon notice. Failure to
493 comply with rules shall, at our option, be considered a default of rental agreement and may result in
494 termination of tenancy.
495 ➤ You shall keep the premises in a clean, neat and sanitary appearance and condition, including
496 prompt disposal of all discarded materials, debris, garbage, junk, litter, recyclable, rubbish, trash,
497 and waste water in a clean, proper, and sanitary manner, and without odor, at reasonable and
498 regular intervals.
499 ➤ **Vandalism**, burglary, break-ins or damages allegedly caused by others is liability of tenant, so the
500 Landlord will not be responsible. Tenant is advised to have full liability insurance.
501 ➤ There is to be no unlawful activity, nor association with a gang, group or person while engaged in
502 unlawful activity or when it may cause Lease agreement violations.

- 503 ➤ Tenant is responsible for keeping the Landlord current with all pertinent information, including
- 504 any changes in employment or income, unit residents, telephone numbers, utility services, vehicles
- 505 registrations. No vehicles, boats, trailers or other large items which are not on the lease, shall be
- 506 left on the property over 1 week, or stored on the property without written permission of Landlord
- 507 and must be owned by tenant.
- 508 ➤ Tenant shall promptly report all needed maintenance and repairs to Landlord in writing within 24
- 509 hours in writing by mail, email, in person at BCI office, or on the approved online format at
- 510 [BCIproperties.appfolio.com/connect/users/sign_in](https://bciproperties.appfolio.com/connect/users/sign_in)
- 511 ➤ Tenant agrees and acknowledges that only assigned parking spaces are to be used by Tenant
- 512 and/or their guests. These are limited to private passenger vehicles only. Tenant shall have no
- 513 right to store any recreational vehicle, boat, trailer, furniture, appliances or any other property in
- 514 said parking space, spaces, or carport without written consent of Landlord. Violation of rules is a
- 515 Breach of this Contract.
- 516 ➤ Tenant shall allow Landlord and/or their Agents, to inspect the interior and exterior of the rental
- 517 when needed according to RCW Law Code with a 48 hour notice, or sooner if deemed necessary by
- 518 landlord.
- 519 ➤ Tenant(s) agree to unconditionally allow Landlord to share and provide as Landlord sees fit, any
- 520 information that Landlord has in tenant file for the purpose of past due rents or fee collection,
- 521 damage, cleaning or other debt's owed to Landlord or owner of the rental property and this
- 522 information may be shared with Collection Agencies, Military JAG or other Military personal or
- 523 others who may be of help to recover alleged or past due debts.
- 524 ➤ **Tenant Benefits Package.** Please see Addendum Form TBP-1 if applicable.

525 **RENTERS INSURANCE REQUIRED.** A **Full Coverage Renters Insurance Policy** is required upon signing this lease, to

526 cover intentional and/or accidental damages to the owner's rental property, plus pet and cigarette smoke damage.

527 BCI Properties, LLC must be listed on Renters Insurance Policy, as **"Additional loss Payee or Insured"**. **We require a**

528 **minimum \$100,000 Limit of Liability for property damage. We will charge an initial \$12.50 if you do not bring**

529 **in Renter's Insurance and will continue to be charged until proof of insurance is provided.**

530 **Failure to obtain acceptable insurance shall be a breach of this lease.**

531 **AppFolio Renters Insurance is available for \$12.50 a month, but it does not cover vandals.**

532 **Enroll me in the "AppFolio Tenant Liability Insurance Program":** **_____**.

533 ***See attached documentation for AppFolio.**

534 **ACKNOWLEDGEMENT:**

535 I/we the undersigned tenant(s), agree and understand that this agreement is between the Landlord BCI PROPERTIES, LLC and the tenant(s) as listed herein.

536 It is agreed that if any term or condition of this agreement is violated and tenant(s) are given a notice to correct, then the tenant(s) will do so within the

537 prescribed time limit of the notice. Failure will result in a Breach of Contract and the owner or Landlord may file legal proceedings against tenant(s) to

538 recover possession. To avoid a default of this contract, each and every person who signs below also agrees that they each shall be individually responsible

539 for timely payment of the entire rent and all other provisions of this agreement even if one of the undersigned Tenant(s) does not pay their portion of the

540 rent, or moves out before the lease term has expired.

541 Each tenant hereby acknowledges that I/we have read and understood and agree to all terms and conditions of this agreement with me/us to my/our

542 satisfaction. This agreement constitutes the entire agreement and cannot be orally amended. Any changes in this contract must be in writing and signed

543 by all of the parties involved. If any term, covenant, condition, rule or restriction is found by a court of law to be unlawful, unenforceable or invalid then

544 the remaining provisions shall remain fully enforceable and binding. This agreement shall be binding upon the parties, their heirs, executors, successors

545 and assigns.

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

<input type="checkbox"/> Lease/Rental Agreement <input type="checkbox"/> AppFolio Renters Liability Insurance <input type="checkbox"/> Washington Fire Safety Notice <input type="checkbox"/> Mold Agreement Addendum <input type="checkbox"/> Crime/Drugs Free Housing Addendum <input type="checkbox"/> Lead based paint form 22J * <input type="checkbox"/> Economic Unity Addendum <input type="checkbox"/> Carpet Addendum <input type="checkbox"/> Pet Agreement Addendum	<input type="checkbox"/> Know Your Rights Addendum-Landlord/Tenant Act, Mold <input type="checkbox"/> Septic Addendum <input type="checkbox"/> EPA Lead Based Paint Handout* <input type="checkbox"/> Risk Management <input type="checkbox"/> Move-In Condition Report <input type="checkbox"/> HOA Rules & Regulations/ Website <input type="checkbox"/> Other: _____
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547 * If applicable. Items in **red** are required. Items in **blue** are highly recommended! Rent may include other monthly fees such as monthly
548 Pet Fees etc.

549 x _____

550 **TENANT** _____ **DATE** _____

551 x _____

552 **TENANT** _____ **DATE** _____

553 x _____

554 LESSOR/LANDLORD / Agent _____ DATE _____

555 **Attorney of record:**
556 **McFerren Law Firm / Martin Burns Attorney at Law / Fredrick Hetter Atty. at Law**
557 Direct Phone: (253) 284-3801
558 Toll Free: (800) 236-4948 Insurance carrier: Farmers Insurance
559 © Copyrighted Material & Intellectual property rights 2003/2016 by BCI Properties, L.L.C.
560 Updated last on: 1/24/2018 (NOTARY required only if contract is for more than one year)

