

HOUSE / DUPLEX RULES OF OCCUPANCY WASHINGTON

The following rules are for the benefit and safety of you and your neighbors. TENANT(s)s are required by law to abide by all given requirements in the lease agreement and rules of occupancy. Disregarding these requirements constitutes a substantial and material breach of TENANT(s) duties and is grounds for termination of tenancy.

1) KEEPING THE PROPERTY CLEAN & ORDERLY

- a) Do not throw cigarette butts or any other refuse into the yard, driveways, or common areas.
- b) Decks and patios shall not be used for storage. Purposeful patio furniture is allowed.
- c) Illegal activities of any kind are not permitted and shall be reported to the authorities.
- d) Moving containers and boxes shall be placed in the garbage within 48 hours of moving into the premises. Dumpsters are not to be used for large items or furniture.
- e) TENANT(s) shall regularly vacuum carpets and properly clean other flooring at the leasehold and refrain from causing damage to all flooring.
- f) No blankets, foil, sheets, flags, signs or inappropriate objects or materials shall be used for window coverings or hung on balcony, interior or exterior of the premises. Drapes, blinds, and proper window coverings are allowed.
- g) Tenants are responsible to maintain the yard, shrubs, lawn, and trees by mowing, trimming, and conducting maintenance as necessary. During spring and summer, the tenant shall ensure proper watering of the lawn and shrubs.
- h) Tenants are responsible for snow removal from walkways, driveway, and main private drive.
- i) Tenants shall keep area in front of the garage clean and free of debris at all times and shall ensure water is allowed to drain properly.

2) TENANT CONDUCT

Conduct -Tenant(s), household members, guests, invitees, agents and employees shall not engage in conduct on or near the leasehold premises causing Landlord or staff adverse or increased administrative burden, or that shall be otherwise likely to increase the risk of hazard or cost of insurance including but not limited to:

- Repeated unfounded allegations to staff relating to condition of the premises and/or conduct of others.
- Intentionally causing or recklessly creating any risk of unreasonable public inconvenience, annoyance, or alarm.

- Committing any act which tends to create or incite, or in fact creates or incites, either a violent response and/or an immediate breach of the peace. Such conduct includes
 - Obscene language or gestures,
 - Boisterous conduct,
 - Personally abusive epithets, or words or language that a reasonable person would find offensive, disgusting, or insulting
 - and/or epithets or words or language likely to provoke a reaction of fear, anger, or apprehension when addressed to a person of ordinary sensibilities.
- Disturbing any lawful assembly of persons without lawful authority.
- Knowingly making false statements or misleading material statements (written or oral) to a public servant that would likely cause evacuation or public inconvenience or alarm.
- Making nuisance phone calls without purposes of legitimate communication with intent to:
 - Harass, intimidate, torment, or harass another person.
 - Suggest the commission of any lewd or lascivious act.
 - Call anonymously or repeatedly or at extremely inconvenient hours.and/or

3) VEHICLES

- a) Parking of automobiles, motorcycles, bicycles or other vehicles on lawns, gardens, or sidewalks is prohibited.
- b) Vehicles may not be repaired on the property.
- c) Unlicensed, vehicles with expired tabs, inoperable vehicles, or vehicles with flat tires will be towed away at the expense of the vehicle's owner.

4) REPAIRS & PRECAUTIONS

- a) Please report any needed repairs promptly in writing and on the Work Orders to Landlord. Use telephone solely to report emergency situations such as fire, water intrusion, or flood. Landlord will respond as quickly as possible, however, please remember that if you choose not to grant us permission to enter, your repairs may take longer to complete in order to accommodate both the maintenance person and your schedules.
- b) Report any leaky faucets, toilets, plumbing, or hot water tanks to us immediately.
- c) Do not leave running water or appliances in operation unattended, as you will be held responsible for resultant damage done.
- d) Use only small nails for wall hanging, and leave them in place upon moving out. No molly bolts, large nails, decals, contact paper, or tape may be used on walls, doors, cabinets, or ceilings – if used, the cost of repairs will be charged against TENANT(s)'s damage deposit.

e) TENANT(s) is responsible to provide a plunger for his/her own dwelling. Repair and plumbing costs due to misuse of toilets or drains will be charged to TENANT(s).

5) STORAGE LIABILITY

- a) Do not store any combustible or flammable material in your residence or storage areas.
- b) Any goods or property stored or kept in any part of the property shall be at TENANT(s)'s sole risk.
- c) You are advised to obtain renter's insurance, as LANDLORD cannot insure your personal property against any loss. Tenants are not considered a con-insured of the landlord for any purpose.
- d) Personal property items found in common areas will be disposed of without further notice.

6) DAMAGE

- a) Be careful to mark the condition of your residence including any damages on the Property Inspection Report when you move in, as you shall be held fully responsible for all damage, breakage and cleaning, beyond normal wear and tear of the premises.
- b) You will be responsible to pay the cost of any fumigation when odor or infestation is caused by you or your occupancy.
- c) If you see damage to the property occurring, please immediately report it to the Property Manager. If it is not reported you may be held liable for the damages.

7) PAYMENT OF RENT

- a) Rent shall be paid by check, money order, or cashiers check only, made payable to _____ and can be mailed or dropped off at _____, _____. Please make sure your address or account # is written on the check in order to insure credit to your account. No cash payments will be accepted. LANDLORD reserves the right to refuse payment by personal check after a draft is returned for nonpayment or other reason.
- b) Rent is due on the first day of the month, in advance and is in default thereafter. There is no grace period. A late fee of ten percent (10%) of the monthly rent amount, calculated from the first day of the month, will be added to rent if any rent is not paid by the close of business on the sixth (6th) day of the month. If full rent is not paid in full by the first, a Pay or Vacate Notice will then be issued and recorded in your file. If a Pay or Vacate Notice, or any other compliance notice is issued, an additional fee of \$50.00 (or as specified in the rental agreement whichever is greater) will be added to rent.

8) VACATING

- a) TENANT(s)'s notice of intent to vacate must be made in writing and delivered to LANDLORD at least 20 days prior to the last day of the month (if there are 30 days in the month it must be received by the 9th, if there are 31 days it must be received by the 10th of the month). There will be no exceptions.
- b) The premises shall be considered in your possession and subject to rent owed by you until you return ALL keys provided to you to the Property Manager. DO NOT leave the keys in the dwelling upon vacating.
- c) Check out must be completed by noon on the last day of the month. Your occupancy of the dwelling beyond noon on the last day of the month after notice to vacate has been given will result in charges for costs associated with your retention of the dwelling unless other arrangements have been made with LANDLORD, which must be in writing.

9) PETS

- a) Pets including small caged birds, small caged rodents, small caged reptiles, and fish are not allowed on the premises for any duration of time without prior written permission from the LANDLORD. Pets over twenty (20) pounds are not allowed. A pet must be approved and a Pet Addendum must be completed and pet fees and deposits paid before occupancy. All pets must meet Landlord's Insurer's permitted/acceptable breeds.

10) GARAGES / CARPORTS

- a) Garages and carports must be kept tidy and free of any litter.
- b) CAUTION: Low clearance in garages or carports may create problems for skis and bike racks on tall vehicles. Tenants assume the risk of property damage or injury associated with use of garage and/or carport to extent allowed by law.

11) SMOKE DETECTORS

Smoke detectors are in operating condition upon move-in. From that point on they are the TENANT(s)'s responsibility to maintain. If smoke detectors are not maintained or are dismantled, the TENANT(s) could be held liable for a fine as set forth by statute.

12) SUBMITTING FALSE INFORMATION

In the event the Landlord discovers the tenant, or applicant, has misrepresented or omitted a material fact during the application for tenancy any prior consent of the Landlord shall be deemed immediately revoked due to lack of informed consent. In such event, the tenant, and all household members, shall immediately be in occupancy without the permission of the Landlord

and without color of title to the real property thereby requiring him/her/them to immediately vacate occupancy of the subject dwelling.

In entering into this lease/agreement I/we also agree that the rules are an integral part of said lease agreement. I/we agree that a violation of any of these rules shall constitute a substantial and material breach of the lease agreement and may be basis for cancellation of agreement or may give rise to damages against me.

13) NON WAIVER OF BREACH

Waiver by the Lessor of any breach of any covenant or duty under this lease is not a waiver of a breach or any other covenant or duty by the Lessee, or of any subsequent breach of the same covenant or duty. Lessor’s acceptance of rent after issuing a notice of default shall not be construed as a waiver of said notice of default other than the Lessee’s failure to pay that portion of the particular rent so accepted. In the event the lessor gives notice to terminate tenancy or quit, the lessees tender payment for rents beyond the termination or quit date shall be deemed in contravention of the lessors directive and if accepted by mistake subject to refund and shall not be deemed a waiver of lessors right to terminate tenancy pursuant to notice issued.

I/we understand my/our use of the property is at our own risk.

I/we understand these rules may be changed, as management deems necessary to properly manage the property and protect the rights of the TENANT(s).

DATED this ____ day of _____, 20__.

Landlord/Agent

Tenant Initial_____

Assignee Tenant Initial_____

