

# WASHINGTON LEASE AGREEMENT

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## I. PARTIES

This Residential Lease Agreement ("Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

### LANDLORD:

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### TENANT(S):

Name(s):

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## II. PROPERTY

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the residential property located at the following address (the "Premises"):

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: Washington

Zip Code: \_\_\_\_\_

## III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and end on

the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon the expiration of this term, the Agreement shall:

☐ Convert to a month-to-month tenancy.

☐ Terminate, and Tenant shall vacate the Premises.

☐ **Month-to-Month.** The lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and continue on a month-to-month basis until terminated by either party in accordance with Washington State law.

#### **IV. RENT**

The Tenant agrees to pay the Landlord rent in the amount of \$ \_\_\_\_\_ per month.

**Due Date:** Rent is due on the \_\_\_\_\_ day of each month.

**First Month's Rent:** The Tenant shall pay the first month's rent in the amount of \$ \_\_\_\_\_ upon the execution of this Agreement.

**Payment Method:** Rent shall be paid by:

☐ Check   ☐ Cash   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

☐ Other: \_\_\_\_\_

**Payment Address (if different from Landlord address):**

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**Late Fee:** If rent is not received by the \_\_\_\_\_ day of the month, a late fee of \$ \_\_\_\_\_ shall be charged. (Note: Pursuant to RCW 59.18.170, late fees must be reasonable and may not be charged until rent is at least 5 days past due).

#### **V. SECURITY DEPOSIT**

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ \_\_\_\_\_ as a security deposit.

**Location of Deposit (REQUIRED BY RCW 59.18.270):**

In accordance with Washington law, the security deposit will be held in a trust account at the following

financial institution:

Name of Bank/Institution: \_\_\_\_\_

Address of Bank/Institution: \_\_\_\_\_

**Move-In Checklist (REQUIRED BY RCW 59.18.260):**

The Tenant acknowledges that a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the Premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, has been provided by the Landlord and signed by both parties. **No security deposit may be collected unless this checklist is completed.**

**Return of Deposit:**

Pursuant to RCW 59.18.280, the Landlord shall, within thirty (30) days after the termination of the rental agreement and vacation of the premises, mail the full amount of the deposit to the Tenant, or a written statement explaining the basis for retaining any portion of the deposit along with the remainder of the deposit.

**VI. UTILITIES AND SERVICES**

Responsibility for payment of utilities and services shall be as follows:

Electricity:

☐ Landlord   ☐ Tenant

Water/Sewer:

☐ Landlord   ☐ Tenant

Gas/Oil:

☐ Landlord   ☐ Tenant

Trash/Recycling:

☐ Landlord   ☐ Tenant

Internet/Cable:

☐ Landlord   ☐ Tenant

Landscaping/Lawn Care:

☐ Landlord   ☐ Tenant

## VII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant(s) listed in Section I and the following additional occupants (including minors):

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Guests staying more than \_\_\_\_\_ consecutive days or \_\_\_\_\_ days in a twelve-month period require the Landlord's written consent.

## VIII. PETS

☐ **No Pets.** No pets are allowed on the Premises.

☐ **Pets Allowed.** The Tenant is permitted to keep the following pet(s):

Description: \_\_\_\_\_

Pet Deposit (if applicable): \$ \_\_\_\_\_ (☐ Refundable   ☐ Non-Refundable)

Pet Rent (if applicable): \$ \_\_\_\_\_ per month.

## IX. USE OF PREMISES

The Premises shall be used exclusively as a private residence. The Tenant shall comply with all applicable laws, ordinances, and regulations. The Tenant shall not engage in any illegal activity on the Premises, including but not limited to the use, possession, manufacture, or distribution of illegal drugs.

## X. MAINTENANCE AND REPAIRS

### **Landlord's Duties (RCW 59.18.060):**

The Landlord shall maintain the Premises in a fit and habitable condition, including maintaining structural components, plumbing, heating, and electrical systems, and providing appropriate locks and keys.

### **Tenant's Duties (RCW 59.18.130):**

The Tenant shall keep the Premises clean and sanitary, properly use all appliances and facilities, and not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Premises.

**Alterations:**

The Tenant shall not paint, wallpaper, or make any structural alterations to the Premises without the Landlord's prior written consent.

**XI. RIGHT OF ENTRY**

Pursuant to RCW 59.18.150, the Landlord shall provide the Tenant with at least **two (2) days' written notice** before entering the Premises for maintenance, repairs, or inspections. The Landlord shall provide **one (1) day's notice** before entering to show the dwelling to prospective or actual purchasers or tenants.

The Landlord may enter the Premises without notice in the event of an emergency or if the Tenant has abandoned the Premises.

**XII. REQUIRED WASHINGTON DISCLOSURES**

**1. Lead-Based Paint Disclosure:**

☐ The Premises was built prior to 1978. The Landlord must provide a Lead-Based Paint Disclosure and the EPA pamphlet "Protect Your Family From Lead in Your Home."

☐ The Premises was built in 1978 or later.

**2. Mold Disclosure (RCW 59.18.060(13)):**

The Tenant acknowledges receipt of the Department of Health's information regarding the health hazards associated with exposure to indoor mold.

**3. Fire Safety and Protection (RCW 59.18.060(12)):**

The Premises is equipped with working smoke detection devices. The Tenant acknowledges that it is their responsibility to maintain the smoke detectors in working order (including battery replacement) during the tenancy.

The building has a fire sprinkler system: ☐ Yes ☐ No

The building has a fire alarm system: ☐ Yes ☐ No

The building has a smoking policy: ☐ Yes ☐ No

If Yes, the policy is:

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#### **4. Voter Registration (RCW 59.18.055):**

The Landlord advises the Tenant that information regarding voter registration is available from the Washington Secretary of State and local county officials.

### **XIII. DEFAULT AND TERMINATION**

#### **Non-Payment of Rent:**

If rent is unpaid when due, the Landlord may issue a **14-Day Notice to Pay or Vacate** pursuant to RCW 59.18.057.

#### **Lease Violations:**

For non-compliance with the lease terms (other than non-payment of rent), the Landlord may issue a **10-Day Notice to Comply or Vacate** pursuant to RCW 59.18.190.

### **XIV. ABANDONMENT**

If the Tenant defaults in rent and reasonably indicates by words or actions the intention not to resume tenancy, the Tenant shall be liable for the following as provided in RCW 59.18.310: rent due, and the lesser of the actual damages or rent for the remainder of the term (subject to the Landlord's duty to mitigate).

### **XV. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, specifically the Residential Landlord-Tenant Act (RCW 59.18).

### **XVI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings, whether written or oral. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

### **XVII. ADDITIONAL PROVISIONS**

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**XVIII. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**LANDLORD:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**TENANT(S):**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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**NOTARY ACKNOWLEDGMENT\*\***

(Recommended for leases with a term exceeding one year pursuant to RCW 64.04.010)

State of Washington

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared  
\_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant), to me known to be the  
persons described in and who executed the foregoing instrument, and acknowledged that they signed the  
same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_