

# B-I-Group, LLC

## Street Address

Tacoma WA, 98443

solutions@B-I-Group.com

360.813.2115



## RENTAL / LEASE AGREEMENT

OWNER/AGENT, in consideration of the following agreements with resident, known as: **Tenant Name**, hereby rents the dwelling located at **Street Address, Unit #, City, WA 98###** for the period commencing on **Month 1st, 20##** and thereafter until **Month 31st, 20##**, at which time this agreement is terminated. Resident, in consideration of Owner/Agent permitting him to occupy the above property, hereby agrees to the following terms:

1. To pay as rent the sum of **\$/,###.00** per month, due and payable monthly in advance no later than 5:00 PM on the last day of every month. Partial payments are not accepted.
2. Resident agrees to pay a daily late charge of **\$10.00** for each day the rent is not received by Owner/Agent, regardless of cause, including dishonored checks, time being of the essence. An additional service charge of **\$25.00** will be paid to Owner/Agent for all dishonored checks.
3. Payment of rent may be made by personal check until first check is returned unpaid. Owner/Agent has the right to insist that subsequent payments be made by cashier's check, certified check, or money order.
4. All rent checks should be made payable to: **B-I-Group, LLC**. Rent may be mailed through the United States Postal Service at Resident's risk to: **House # Street Address, Tacoma, WA 98443**. Any rents lost in the mail will be treated as unpaid until received by Owner/Agent.
5. Resident agrees to use said dwelling as LIVING QUARTERS ONLY for **#** adults and **#** child, and to pay \$50.00 each month for each other person who shall occupy the premises as his/her living quarters.
6. Resident agrees to accept the property in its current state of cleanliness, and to return it to "moving in clean" condition, or to pay a special cleaning charge of \$125.00 upon vacating premises.
7. Resident agrees to pay a NON-REFUNDABLE PET FEE of **\$250** for each pet. A pet is described as 1 dog, 1 cat, 1 fish tank or 1 bird cage. Pet description(s): **None**
8. Resident is to be responsible for insect, rodent, and pest control.
9. Resident agrees to maintain or provide maintenance of the grounds in accordance with city regulations; this includes but is not limited to mowing the lawn, edging the lawn, removing debris, weeding flower beds, etc. **You are required to maintain the landscaping within the property boundaries.**
10. Resident agrees not to assign this Agreement, nor to sublet any part of the property, nor to allow another person to live therein other than as named in paragraph #6 above, without first receiving WRITTEN permission from the Owner/Agent and paying the appropriate surcharge.
11. Resident will be responsible for payment of the following: natural gas, water, electricity, garbage, telephone, cable TV, and other bills incurred during residency. Resident specifically authorizes Owner/Agent to deduct amounts of any unpaid bills from the Security Deposit upon termination of this Agreement.
12. No rights of storage are given by this Agreement. The Owner/Agent shall not be liable for any loss of property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue of flow into or from any part of said premises or improvements; including pipes, gas lines, sprinklers, or electrical connections. Resident hereby agrees to purchase needed insurance, or to provide self- insurance in adequate amounts to offset any risk.
13. Any removal of Owner/Agent's property without express WRITTEN permission from the Owner/Agent shall constitute abandonment and surrender of the premises and termination by the Resident of this Agreement.

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Owner/Agent may take immediate possession, exclude resident from property, and store all Resident's possessions at Resident's expense pending reimbursement in full for Owner/Agent's loss and damage.

14. Owner/Agent has the right to emergency access at any time and access during reasonable hours to inspect property or to show property to prospective residents.
15. Resident agrees to pay a NON-REFUNDABLE CARPET CLEANING FEE of \$###.
16. Resident agrees to pay a Security Deposit of \$#,### to secure Resident's pledge to full compliance with the terms of this Agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES! Any damages not previously reported on the appropriate check-in form will be repaired at Resident's expense with funds other than the Security Deposit.
17. Release of Security Deposit is subject to the provisions of state statutes and as follows:
  - a. The full term of the Agreement has been completed.
  - b. No damage or deterioration to the premises, buildings, and grounds is evident.
  - c. The entire dwelling, appliances, closets, cupboards are clean and free from insects, the refrigerator is defrosted, all debris and rubbish have been removed from the property, carpets are vacuumed and deodorized.
  - d. All unpaid charges have been paid including late charges, visitor charges, pet charges, delinquent rents, etc.
  - e. All keys have been returned.
  - f. A forwarding address has been left with the Owner/Agent. Within fifteen (15) days after termination of occupancy the Owner/Agent will send the balance of the Deposit to the address provided by the Resident in the names of all signatories hereto; or Owner/Agent will impose a claim on the Deposit and so notify the Resident.
18. If Resident leaves said premises unoccupied for fifteen (15) days while rent is due and unpaid, Owner/Agent is granted the right hereunder to take immediate possession thereof and to exclude Resident there from, removing all Resident's property contained herein and placing it into storage at Resident's expense.
19. If Resident abandons the property and gives evidence of that abandonment by actions such as moving out and leaving residence unoccupied, and/or terminating utility services during the term of the lease, that shall constitute breach of tenancy as agreed on Page one (1), and termination by the Resident of this Agreement. Owner/Agent has the right to take immediate possession thereof and to exclude Resident there from; removing all Resident's property contained therein and placing it into storage at Resident's expense.
20. If Resident is late three (3) times, rent will automatically increase **\$25.00** without affecting any other terms of the Agreement.
21. If any violation of this Agreement occurs such as non-payment of rent on time or issuing a bad check to Owner/Agent, Resident agrees to reimburse Owner/Agent the actual or reasonable cost of collecting without protest.
22. Resident agrees to accept said dwelling, all furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to the Owner/Agent within three (3) days after Resident takes possession. SUCH NOTICE SHOULD BE GIVEN ON THE CHECK-IN FORM WHICH BECOMES A PART OF THIS AGREEMENT. Resident agrees that failure to file such a statement shall become conclusive proof that there were no defects of note in the property. Resident agrees not to permit deterioration of the premises during the period of this Agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning, heating, and mechanical systems. Resident specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Septic tank cannot handle flushing of condoms, tampons, q-tips and other foreign matter; if you flush these items the cost of septic pumping will be incurred.
23. Resident agrees not to park or store a motor home, recreational vehicle, or trailer of any type on the premises without WRITTEN permission from Owner/Agent, and to park only # automobiles ONLY ON THE DRIVEWAYS AND PARKING AREAS PROVIDED. **None**

24. Resident's obligations according to state statutes are as follows:
  - a. Take affirmative action to ensure that nothing is done which might place the Owner/Agent in violation of applicable building, housing, and health codes.
  - b. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppage and/or leakage or plumbing fixtures, faucets, pipes, etc.
  - c. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable and safe manner.
  - d. Assure that property belonging to Owner/Agent is safeguarded against damage, destruction, loss, removal, or theft.
  - e. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.
  - f. Allow the Owner/Agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours on request, and to specifically authorize unannounced access any time rent is late, or this Agreement is terminated, for purposes of pest control, maintenance estimates, serving legal notices, or emergencies.
  - g. Live up to all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property.
25. No locks may be changed or added on any door without WRITTEN permission from the Owner/Agent. Owner/Agent is to be provided duplicate keys for all locks so installed at Resident's expense within twenty-four (24) hours of installation of said locks.
26. Resident warrants that any work or repairs performed by Resident will be undertaken only if he is competent and qualified to perform it. Resident will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Resident further warrants that he will be accountable for any mishaps and/or accidents resulting from such work and will hold the Owner/Agent free from harm, litigation, or claims of any other person. In the event repairs are needed beyond the competence of the Resident, Resident is urged to contact the Owner/Agent.
27. Resident agrees **Not to grow** medically-approved or other marijuana in or around the premises. Resident agrees **Not to smoke/vaporize** cigarettes, cigars, pipes or marijuana anywhere inside premises.
28. Landlord supplies Primary Heat Source, Range, Refrigerator and Hot Water Heater all other Appliances or furniture in the unit at the date of lease are loaned, not leased to the Resident. Maintenance of appliances or furniture is the responsibility of the Resident who will keep them in good repair. The rental payment specifically EXCLUDES all other appliances of any kind. Other appliances contained in the property are there solely for the convenience of the residents. Owner/Agent assumes no responsibility for their operation. In the event other appliances become unsatisfactory after occupancy by Resident is started, the Resident may have them repaired at no cost to the Owner/Agent or request Owner/Agent to have them removed.
29. No money is to be deducted by Resident from rent payment FOR ANY REASON without express WRITTEN permission from Owner/Agent.
30. All parties agree that termination of this Agreement prior to termination date, REGARDLESS OF CAUSE, will constitute breach of the tenancy as agreed on Page one (1), and all security deposits, fees and pre-pays shall be forfeited in favor of the Owner as liquidated damages at Owner/Agent's option following termination.
31. Any holding over after the expiration of this Agreement, with the consent of the Owner/Agent, shall be construed as a MONTH-TO-MONTH TENANCY with the terms of this Agreement continuing to be applicable until either party shall terminate the Agreement by giving the other party THIRTY (30) DAYS WRITTEN NOTICE.
32. All security and pet deposits are handled as follows:
  - a. **####.00** deposited in an ESCROW ACCOUNT, a non-interest-bearing account with **Key Bank**.
33. From time to time Owner may be represented by an Agent who will carry identification. Agents as of this date are **Kenneth Baker**.
34. In this Agreement the singular number where used will also include the plural, the masculine gender will include the feminine, and the term Resident will include Tenant, Lessee, Renter.

35. Move In / Out Checklist:

Refrigerator:

1. Remove all food from appliance; wash inside with warm water; make inside spotless.
2. Wash all drawers – dry and replace; wash and dry outside and top of refrigerator.
3. Move refrigerator from wall; clean underneath and dust off lower grill; do not unplug.

Kitchen and Stove (use oven cleaners if not self-cleaning):

- a. Remove racks, broiler and drip pans; soak in soapy hot water (scrub); dry and replace.
- b. Clean / scrub inside oven, top of stove, under elements, pan drawer, wash and dry outside.
- c. Pull out stove or bottom pan drawer – clean under stove. Clean range hood / fan area.
- d. Clean inside and outside of dishwasher.

Cabinets and Drawers:

1. Remove all items from cabinets / drawers; wipe out sticky drawers and cabinets inside and outside.
2. Scrub sink with cleaner; clean off all counter tops and adjoining back wall surfaces.

Bathrooms:

1. Clean bathtub, tile / tub surround, flooring; scrub off all soap scum, dirt and mold.
2. Clean inside / outside of toilet, sink, and sink fixtures; clean under and behind toilet.
3. Clean inside and outside of medicine and other cabinets, mirrors, windows, vent fan covers.

Laundry Areas:

1. Remove all loose items; remove / vacuum lint from dryer; clean inside / outside of appliances.
2. Thoroughly clean floor / walls / vents / windows for lint and mold.

Carpets: In accordance with the terms of your lease, carpets will be professionally cleaned.

Yard / Patio / Deck:

1. Yard is cleared of all debris / garbage / personal items; sweep patios / decks; scrub stains.
2. Remove weeds and mow the yard; return yard to the original condition at time of move-in.

Miscellaneous:

1. Wash all light fixtures (rinse, dry, replace) and outlet and switch covers; replace burnt bulbs.
2. Clean windows, window tracks and windowsills; clean door entrees / siding glass door tracks.
3. Wipe down all closet shelves and interior / exterior doors (inside / outside); vacuum all carpets.
4. Clean and dust all baseboards and blinds; wipe down walls (fingerprints, dirt, spills, etc.)
5. Scrub all vinyl floor areas (kitchen, bath, entry, laundry, etc.) including under appliances.
6. Remove and properly dispose of all waste / garbage; clean / sweep garage and storage areas.
7. Leave nothing of yours behind, any excess of what fits one garbage can will be billed.

Other Information:

1. Notify all utility companies to stop service in your name; leave forwarding address and keys.
2. Disposition of deposit with any refund will be mailed within 14 days of vacating.
3. This list is not all-inclusive; tenant must restore unit to original condition upon move-in.

