

202401110019

01/11/2024 01:25 PM Pages: 1 of 12 Fees: \$364.50
Skagit County Auditor

Document Title: Single Family Home Rental Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. John R. Macartney

2.

Grantee(s):

☐ additional grantee names on page ____

1. Elke Macartney

2.

Abbreviated legal description:

☐ full legal on page(s) ____

Lts 3 & 4, Blk 2, Childs and Hagadorns first
add to City of Anacortes

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P57084

I, John R. Macartney, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$303.50 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

1-11-2024

SINGLE FAMILY HOME RENTAL AGREEMENT

X Owner _____ Agent Name (who shall be the Landlord as defined in law hereinafter called "Owner")

John R. Macartney

And whose physical address for service of legal notices is:

15309 NE 108th Pl, Redmond, WA 98052

Resident Name(s) (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"):

Elke Macartney

Premises Address (hereinafter called the "Premises"): 1211 34th St, Anacortes, WA 98221

THIS X INITIAL _____ RENEWAL AGREEMENT made this date, 1-11-24 between Owner and Resident for rental Premises.

TERM: This lease shall run from November 12, 2023 until November 12, 2058. Tenant shall have the sole discretion to terminate the lease for any reason. The lease shall terminate when Tenant permanently vacates. The lease shall remain in effect during any temporary non-occupancy of Tenant. Whether Tenant's non-occupancy is permanent or temporary shall be determined by the Tenant at the Tenant's sole discretion. Tenant shall provide Landlord Notice of Termination 20 days prior to the end of a rental period.

RENT: Resident shall pay monthly rent and other charges in the following amounts:

CHARGE DESCRIPTION		AMOUNT
Monthly Premises Rent		\$ <u>1,400</u>
Specify any additional monthly	A. _____	\$ _____
recurring charges included in rent	B. _____	\$ _____
(A-D). See Section 13 for utility	C. _____	\$ _____
billing.	D. _____	\$ _____
TOTAL AMOUNT OF RENT DUE		\$ <u>1,400</u>

The total amount of monthly rent due, which includes the monthly Premises rent or any other monthly, recurring charges, is considered "Rent" and is payable in advance by the 5th day of each and every month (hereinafter called the "Rent Due Date") during said term to Owner at 15309 NE 108TH PL, Redmond, WA 98052, or any such other place or payment method that the Owner may from time to time designate.

Application of payments: Any rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment. Owner shall apply funds received from Resident as follows: to the oldest unpaid rent (which includes unpaid utilities), to current rent (which includes unpaid utilities), to late payment charges, to notice fees, to damages, to repairs and finally to miscellaneous charges. At any time during month-to-month tenancy, rent may be increased with at least 60 days' written notice. *Some local governments require longer rent increase notice periods (see any applicable Local Law Disclosure addenda).*

Rent received more than five (5) days after the Rent Due Date shall result in assessment against Resident of a \$10 late payment charge plus \$0 each additional day thereafter that rent has not been paid in full.

Pursuant to RCW 59.18.170, if an Owner charges late fees and the Resident can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in this Agreement, the Resident may request, in writing, that the Owner modify the due date up to five (5) days and the Owner shall agree to the proposal.

Any payment which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$10 returned payment fee.

DEPOSIT: Resident agrees to pay the sum of \$0 as a deposit for all purposed including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges and shall be kept in an account with a financial institution (bank or credit union), whose address and name is BECU, 16325 Cleveland Street, Redmond, WA 98052. *(Some local governments require longer rent increase notice periods (see any applicable Local Law Disclosure addenda).* If Resident has not paid the deposit in full, attach Deposit Payment Schedule Addendum. Resident's liability is not limited by the amount of the deposit. This deposit will be held in trust until the termination of the tenancy. Neither the Resident nor Owner are permitted to access the funds during the tenancy for any purpose. Any refund will be by a single check payable to all individual Residents, and they shall apportion any refund among themselves. Owner's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address in accordance with RCW 59.18.280 after termination of this Agreement and vacation of the Premises.

DAMAGE: Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (attach form as required by RCW 59.18.260). Resident shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the Premises to Owner. Resident will bear the cost of any cleaning or repair performed by Owner to restore the Premises to the condition indicated on the attached property Condition Checklist, except for wear resulting from ordinary use of the Premises.

KEYS/PREMISES ACCESS: Upon signing this rental agreement, the Resident will receive the following keys or other access devices: three copies of one key which operates three different doors ESM 7.

The locking mechanisms X have _____ have not been re-keyed or re-set. *(Some local governments regulate the resetting of locks between tenants (see any applicable Local Law Disclosure addenda).* Keys and other access devices for Premises shall not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.

SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:

Number of detection devices provided in Premises as required by law (several may be required) Four

Smoke detection device(s) are (check all that apply): _____ Hard-wire _____ 4 _____ Battery operated

It is the responsibility of Resident to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply with the provisions of this paragraph can be fined up to \$200 in accordance with RCW 43.44.110/WAC 212.10.050. Resident's initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working as of the date of this Agreement. If battery operated, or unit uses battery backup, resident(s) is responsible for replacing batteries as needed. Resident agrees to test the smoke detector for proper operation once a month and report any malfunctions to the owner/agent in writing. Failure to maintain the smoke detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050).

Resident(s) to Initial: ESM

CARBON MONOXIDE DETECTION DEVICES:

Number of detection devices provided in Premises as required by law (several may be required): One

The above-described carbon monoxide detection device(s) are (check all that apply): Hard-wired 1 Battery operated Plug-in with backup battery.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. The number of required devices is established by law, and in a given property, several may be necessary. Resident shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. Resident's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

 X It is the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.

 It is not the responsibility of the Resident to maintain all carbon monoxide detection devices, including replacement of any batteries.

Resident(s) to Initial: ESM

If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. It is the resident(s) responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing any needed replacement batteries. Failure to maintain the carbon monoxide detector is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050).

Resident(s) to Initial: ESM

UTILITY CHARGES: (check applicable blanks): Resident agrees to establish use, maintain and/or pay for all utilities without delinquency used in or charged against the Premises during the term of this Agreement. All charges for utilities are considered "rent". Resident agrees to submit to Owner upon demand, proof that any utilities, assessments or charges have been paid by Resident.

A. Paid for by Resident to utility: X Electricity X Garbage X Sewer X Water X Natural gas/oil X internet X cable other: *Some utilities (such as in Seattle) may not permit Residents to open service accounts in their name.*

B. Paid for by Resident to Owner (Owner selects billing option for each utility in the table below): NONE.

1. ~~By Invoice:~~ Charges will be billed to Resident based upon invoices received by Owner/Agent directly from utility. *

2. ~~Fee Per Person:~~ A flat fee per person is charged per month.

3. ~~Included:~~ Utility(ies) is (are) included in rent.

4. ~~Included with Limit:~~ Rent includes up to specified amount per month usage for utility(ies) due to Owner. Any charges incurred over the stated amount will be billed to Resident by Owner. *

UTILITY	BY	FEE PER PERSON	INCLUDED	INCLUDED
	INVOICE			WITH LIMIT
Electricity	<u> </u>	<u> \$ </u> /person/month	<u> </u>	<u> \$ </u> per month
Garbage	<u> </u>	<u> \$ </u> /person/month	<u> </u>	<u> \$ </u> per month
Sewer	<u> </u>	<u> \$ </u> /person/month	<u> </u>	<u> \$ </u> per month
Water	<u> </u>	<u> \$ </u> /person/month	<u> </u>	<u> \$ </u> per month
Natural gas/oil	<u> </u>	<u> \$ </u> /person/month	<u> </u>	<u> \$ </u> per month
Internet	<u> </u>	<u> \$ </u> /person/month	<u> </u>	<u> \$ </u> per month

Cable	_____	_____	\$ _____	/person/month	_____	_____	\$ _____	per month
Other:	_____	_____	\$ _____	/person/month	_____	_____	\$ _____	per month
Other:	_____	_____	\$ _____	/person/month	_____	_____	\$ _____	per month

***Billing Practices:** If resident is paying owner directly, resident must pay amounts charged for utilities within _____ days after Resident receives the bill. If the resident is paying a third party, they must pay before account becomes delinquent without payment plan or extension. When the utility bill is billed to Owner and copied to Resident, Resident will be charged a \$ _____ service charge for processing. To understand how late payments and returned checks will be handled, see Section 2 of this agreement. Non-payment of utility charges may lead to eviction proceeding. Owner is entitled to use resident's security deposit to recover unpaid utility charges upon move-out even if those bills are not yet due. Owner/Agent is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Resident's lack of payment or otherwise.

ATTORNEYS FEES/VENUE AND JURISDICTION: As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the Premises are located.

NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Owner to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect if any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that this illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

WATER-HEATER: Pursuant to RCW19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in a domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Resident acknowledges that

_____ the water heater is inaccessible.
☒ Resident has inspected the accessible hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

Resident(s) to Initial: ESM

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords and Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling Residents must also receive a federally approved pamphlet on lead poisoning prevention.

LIENS AND SALES: Owner may mortgage the Premises or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.

**TERM LONGER THAN 1 YEAR - NOTARY****INSTRUCTIONS**

When the term of a residential rental agreement exceeds 365 days, the lease must include the legal description of the property and a licensed notary public must notarize the Owner/Agent signature on the agreement. This completed form should be attached to the completed lease document. Use the appropriate signature block for Owner/Agent signing as an individual or as a representative of a Corporation or LLC.

Legal Description of Property (find parcel details online by county):

OTS 3 AND 4, BLOCK 2, CHILDS AND HAGADORN'S FIRST ADDITION TO THE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#202210070087

☒ ACKNOWLEDGEMENT BY INDIVIDUAL

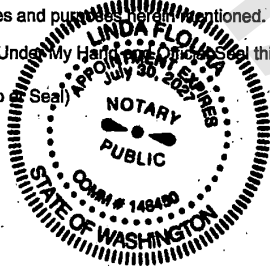
State of Washington

County of Skagit

On this day personally appeared Elke Macarthur, before me known to be the individual described in and who executed the attached lease as Owner/Agent and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given Under My Hand and Official Seal this 11th day of January, 2024.

(Stamp or Seal)



Notary Public in and for the State of Washington, residing at

Anacortes Skagit countyMy commission expires 7-30-2025**☐ ACKNOWLEDGEMENT BY REPRESENTATIVE**

State of Washington

County of _____

On this day personally appeared _____ as _____

of _____, before me known to be the agent of company/entity described in and who executed the attached lease as Owner/Agent and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

Given Under My Hand and Official Seal this _____ day of _____

(Stamp or Seal)

Notary Public in and for the State of Washington, residing at

My commission expires _____



MOLD HANDOUT

Owner/Agent Name: John Macartney

Resident Name(s): Elke Macartney

Premises Address: 1211 34th St, Anacortes WA 98221

Building Name: _____

What are molds?

With more than 100,000 species in the world, it is no wonder molds can be found everywhere. Neither animal or plant, molds are microscopic organisms that produce enzymes to digest organic matter and spores to reproduce. These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast, and mildews. In nature, mold plays a key role in the decomposition of leaves, wood, and other plant debris. Without mold, we would find ourselves wading neck-deep in dead plant matter. And we wouldn't have great foods and medicines, such as cheese and penicillin. However, problems arise when mold starts digesting organic materials we don't want them to, like our homes.

How do molds grow in my home?

Once mold spores settle in your home, they need moisture to begin growing and digesting whatever they are growing on. There are molds that can grow on wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. When excess moisture or water builds up in your home from say, a leaky roof, high humidity, or flooding, conditions are often ideal for molds. Longstanding moisture or high humidity conditions and mold growth go together. Realistically, there is no way to rid all mold and mold spores from your home; the way to control mold growth is to control moisture.

How can I be exposed to mold?

When molds are disturbed, their spores may be released into the air. You then can be exposed to the spores through the air you breathe. Also, if you directly handle moldy materials, you can be exposed to mold and mold spores through contact with your skin. Eating moldy foods or hand-to-mouth contact after handling moldy materials is yet another way you may be exposed.

How can molds affect my health?

Generally, the majority of common molds are not a concern to someone who is healthy. However, if you have allergies or asthma, you may be sensitive to molds. You may experience skin rash, running nose, eye irritation, cough, congestion, and aggravation of asthma. Also if you have an immune suppression or underlying lung disease, you may be at increased risk for infections from molds.

When necessary, some resourceful molds produce toxins in defense against other molds and bacteria, called mycotoxins. Depending on exposure level, these mycotoxins may cause toxic effects in people, also. Fatigue, nausea, headaches, and respiratory and eye irritation are some symptoms that may be experienced from exposure to mycotoxins. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

How do I know if I have a mold problem?

You may have seen white thread-like growths or clusters of small black specks along your damp bathroom or basement walls, or smelled a "musty" odor. Seeing and smelling mold is a good indication that you have a mold problem. However, you cannot always rely upon your senses to locate molds. Hidden mold can be growing behind wall coverings or ceiling tiles.

Common places to find mold are in areas where water has damaged building materials and furnishings perhaps from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements are often havens for mold. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

How can I control mold growth in my home?

Fix any moisture problems in your home:

- Stop all water leaks first. Repair leaking roofs and plumbing fixtures. Move water away from concrete slabs and basement walls.
- Increase air circulation within your home, especially along the inside of exterior walls, and ventilate with fresh air from outside. Provide warm air to all areas of the home. Move large objects away from the inside of exterior walls just a few inches to provide good air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Cover earth floors in crawl spaces with heavy plastic.
- Clean and dry water damaged carpets, clothing, bedding, upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly.

How do I clean up mold?

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That's when you need to be the most careful. First, try to determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you,

**MOLD HANDOUT**

as long as you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as between the walls or under the floors, you should leave clean up to a professional.

Large areas

1. Consider having a professional clean up the area. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
2. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should use an OSHA (Occupational Safety & Health Administration) approved particle mask.
3. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
4. Remove all your furnishings to a neutral area to be cleaned later. Follow cleaning directions below.
5. Bag all moldy materials you will be discarding.
6. Scrub all affected hard surfaces:
 - First with a mild detergent solution, such as laundry detergent and warm water.
 - (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
 - Last, apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
7. Give the entire area a good cleaning. Vacuum floors, and wash bedding and clothes if exposed.

Small areas

1. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For small isolated areas of mold growth, a cotton dust mask should do.
2. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Cover all your furniture. Open a window before you start clean up.
3. Bag all moldy materials, you will be discarding.
4. Scrub all affected hard surfaces:
 - First with a mild detergent solution, such as laundry detergent and warm water.
 - (optional step) Then use a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.
 - Last apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
5. Give the entire area a good cleaning, vacuum floors, and wash bedding and clothes if exposed.

Clean all furnishings exposed to mold.

- Permeable and washable, such as clothing, bedding, and other washable articles: simply run through the laundry.
- Non-permeable and washable, such as wood, metal, plastic, glass, and ceramics: mix a solution of lukewarm water and laundry detergent, and wipe down your articles.
- Permeable, but not washable, such as beds and furniture: if these furnishings are moldy, you should consider discarding and replacing them. If you decide it is a keeper, take the furnishing outside. Give it a good vacuuming, and let it air out. When finished, if you do not notice an odor it should be okay. However, watch for any mold growth or health problems.

Owner/Agent: John Macartney

Signature:

Date: 1-11-24

Resident: Elke Macartney

Signature:

Date: 1-11-24

Resident: _____

Signature: _____

Date: _____

Resident: _____

Signature: _____

Date: _____

Resident: _____

Signature: _____

Date: _____



LEAD BASED PAINT DISCLOSURE ADDENDUM

— REQUIRED FOR PROPERTIES BUILT BEFORE 1978

Owner/Agent Name: John R. Macartney

Resident Name(s): Elke Macartney

Premises Address: 1211 34th St, Anacortes, WA 98221

Building Name: _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners/Agents must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure

(A) The presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead based paint hazards are present in the housing as follows:

(ii) Jim Owner has no knowledge of lead based paint and/or lead based paint hazards in the housing.

(B) Records and reports available to the Owner/Agent are (check (i) or (ii) below):

(i) Jim Owner has provided the Resident with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing as follows:

Seller Disclosure Statement of Improved Property is attached. Seller states that he has no knowledge of Lead in or on the house or property.

(ii) _____ Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Resident's Acknowledgment (initial both as received)

(A) _____ Resident has received copies of all information listed above.

(B) _____ Resident has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment

_____ (initial) Agent has informed the Owner/Agent of the Owner's/Agent's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certificate of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

Owner/Agent: John R. Macartney

Signature: _____

Date: _____

Resident: Elke Macartney

Signature: _____

Date: _____

Resident: _____

Signature: _____

Date: _____

Resident: _____

Signature: _____

Date: _____

Resident: _____

Signature: _____

Date: _____

GENERAL TERMS: No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Resident and Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Premises is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Owner.

RESIDENT'S OBLIGATIONS: Resident agrees as follows:

1. To pay all rent and other charges, including utilities and installment payments of last month's rent and security deposit, promptly when due or assessed, for which Resident is responsible and to provide proof of payment.
2. Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice is given in accordance with RCW 59.18.150(6). The parties agree that no notice is required to enter areas of the Premises generally accessible to the public, such as walkways and driveways.

ADDITIONAL CLAUSES:

Tenant responsible for periodic landscaping. Owner responsible landscaping in excess of periodic landscaping, including any repairs to existing grade or systems.

ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT:

Select and/or list all attached addends below.

N/A	Property Condition Report (Required whenever a refundable deposit is collected)
<u>X</u>	Mold Handout (Required in all Washington State residential rentals).
<u>X</u>	Lead Based Paint Pamphlet (Required for pre-1978 properties)
<u>X</u>	Lead Based paint Disclosure Addendum (Required for pre-1978 properties)
N/A	Local Law Disclosure Addendum (Required in some jurisdictions)
N/A	Copy of Property Registration or License (Required in some jurisdictions)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written. Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Owner/Agent: John Macartney

Signature: See signature on "Term Longer Than 1 Year- Notary"

Date: See date on "Term Longer Than 1 Year- Notary"

Resident: Elke Macartney ELM

GENERAL TERMS: No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Resident and Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Premises is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Owner.

RESIDENT'S OBLIGATIONS: Resident agrees as follows:

1. To pay all rent and other charges, including utilities and installment payments of last month's rent and security deposit, promptly when due or assessed, for which Resident is responsible and to provide proof of payment.
2. Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice is given in accordance with RCW 59.18.150(6). The parties agree that no notice is required to enter areas of the Premises generally accessible to the public, such as walkways and driveways.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written. Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Owner/Agent: John Macartney
Signature: See signature on "Term Longer Than 1 Year- Notary"
Date: See date on "Term Longer Than 1 Year- Notary"

Resident: Elke Macartney ELM

Signature: _____

Date: _____

1-11-2024