

RENTAL AGREEMENT

1. PARTIES: This rental agreement/lease is between Central Lutheran Church (dba Sternberg Hall), Landlord, and

Tenant: _____

2. PROPERTY ADDRESS: 925 N Forest St, Bellingham, WA 98225

3. TERM AND RATES: This rental agreement is for a term of academic quarter(s), and may include early/late move in/ out dates.
- a. Rate is based upon single ; double occupancy; room number _____.
 - b. The rent shall be \$_____ per quarter, calculated at \$_____ per day or \$_____ per month.
 - c. Extended payment plan is payable monthly; calculated as initial month ending on the last day of the month, due on move in day; each subsequent monthly total due on the 5th; and final month ending on the last day of residency that quarter due on the 5th.
 - d. Unless this agreement is terminated, the term shall automatically renew for the next academic quarter.
 - e. Rent must be paid to Landlord or Landlord's authorized agent, or at the following address: 925 N Forest St, Bellingham WA 98225. Checks should be made payable to Sternberg Hall.

4. RULES:

- a. No pets shall be maintained on the Premises without the prior written consent of the Landlord.
- b. The Premises shall be maintained as a non-smoking environment. Tenant is responsible for prohibiting guests from smoking on the Premises.
- c. Tenant agrees to comply with the rules, policies, and procedures of the current version and subsequent revisions of the Resident Handbook in service while residing at Sternberg Hall.

5. ADDITIONAL CHARGES:

- a. Late Charge: Any rent payment not received will be subject to a late charge of \$10 per day, beginning the 6th day of the month, up to \$150 per month.
- b. NSF Charge: A charge of \$35 will be due for any check returned as NSF and all future payments must be made by money order or certified check, unless the NSF was an error of the Tenant's bank and a letter of apology from the Tenant's bank is presented to Landlord.
- c. Notice Charge: If the Landlord prepares a pay-or-vacate or a comply-or-vacate notice, Tenant will pay \$45 for preparation of the notice and \$45 for service of the notice whether or not a lawsuit is filed.

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- d. Damage Charge: Tenant shall reimburse Landlord for any damages incurred because of Tenant’s failure to comply with the terms of this Agreement or a material obligation under the Residential Landlord-Tenant Act, including but not limited to charges pursuant to RCW 59.18.180.
 - e. Re-renting Charge: Tenant shall reimburse Landlord for all reasonable costs incurred in re-renting Property if Tenant vacates the Property prior to the end of this Agreement or does not give proper notice of termination.
 - f. Application of Payments: Payments made by Tenant shall apply first to outstanding charges due under this agreement, secondly to outstanding rent owed and lastly towards current rent owed. Each tenant is responsible for payment of the monthly rent or other charges due.
6. NO WAIVER: Acceptance of payment of rent does not constitute waiver of any non-complying condition, including but not limited to: late payment, partial payment, breach of agreement or any condition for which a notice to comply has been given.
7. UTILITIES: Utility charges shall be paid as indicated below:

	Landlord	Tenant
Gas	[X]	[]
Electricity	[X]	[]
Water/Sewer	[X]	[]
Garbage	[X]	[]
Telephone	[]	[X]
Internet	[X]	[]
Cable TV	[X]	[]

8. DEPOSIT: The security deposit/damage deposit is \$ 500.00.

[] Landlord acknowledges receipt of a deposit in the amount of \$ _____.

[] The deposit will be paid in full by _____.

The deposit will be held at Whatcom Educational Credit Union, located in Bellingham WA, account number 800243144 S1.

Tenant does NOT have the right to apply the security and/or damage deposit to payment of the last month’s rent. Deposit funds may be used at Landlord’s discretion to repair damages caused by Tenant and to pay for any other costs, rent, or fees incurred during or upon the termination of this Agreement.

If the Tenant fails to complete the initial term of the lease, Tenant forfeits the deposit and will also be responsible for the cost of damage repair and unpaid rent in addition to the forfeited deposit. Retention of the deposit does not limit the Landlord’s right to pursue other remedies.

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TENANT'S DEFAULT AND LANDLORD'S RE-ENTRY: The occurrence of any of the following constitutes a material default and breach of this Agreement:

- a. Failure to pay any rent, including additional rent or any other payment due under this agreement.
 - b. Failure to observe and perform any other required provision of this agreement.
 - c. Maintaining a Nuisance, being declared a sex-offender, or convicted of a crime.
 - d. Abandonment of the Premises or the failure to use and occupy the premises for more than three weeks.
 - e. Failure to comply with rules, policies, or procedures detailed in the Resident Handbook.
9. REMEDIES: Upon the occurrence of any default, Landlord has the option to pursue any one or more of the following remedies:
- a. Failure to comply with the Resident Handbook is punishable by a fine of not more than \$200.00 per occurrence.
 - b. Terminate this agreement, in which event Tenant will immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, evict the Tenant.
 - c. Whether or not Landlord retakes possession or re-rents the Premises, Landlord shall have the right to recover unpaid rent and all damages caused by Tenant's default, including attorney fees. Damages shall include, without limitation: All rentals lost, all legal expenses and other related costs incurred by Landlord following Tenant's default, all costs incurred by Landlord in restoring the Premises to good order and condition, or in remodeling, renovating or otherwise preparing the Premises for re-renting, all costs (including without limitation any brokerage commissions and value of Landlord's time) incurred by Landlord, plus interest from the date of expenditure until fully repaid at the rate of eighteen percent(18%) per annum.
 - d. Tenant is liable for any rent or damages until mitigated by the Landlord.
 - e. Pursuit of any remedy is cumulative, non-exclusive and does not preclude pursuit of any of the other remedies provided in this Agreement or provided by law.
10. LANDLORD'S DUTY: Landlord agrees to keep the premises clean and fit for human habitation and to comply with all state and local laws regarding maintenance and repair of the premises.
11. TENANT'S DUTY: Tenant shall immediately notify Landlord of needed repairs by sending written notice to the Landlord at the address listed above.

Tenant agrees to keep the Premises clean and to comply with all duties imposed on tenants by state and local law, this Agreement and the attached rules and addendums. The provisions of the

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Residential Landlord Tenant Act at RCW 59.18 apply to this agreement.

Tenant shall be liable for any damage to the Premises caused by Tenant's acts or neglect other than normal wear and tear. Tenant shall also be liable for any damage to the Premises caused by a family member, invitee, licensee, or any person acting under Tenant's control.

No smoking of Tobacco or other substances is allowed on the Premises.

12. ALTERATIONS: No alterations, additions, painting or improvements shall be made by the Tenant without prior written consent of the Landlord.
13. ENTRY BY LANDLORD: Except in the case of an emergency or abandonment, Landlord shall give Tenant 48 hours notice of intent to enter the Premises. Tenant shall not unreasonably withhold consent.
14. USE OF PROPERTY: The Premises is for residential use only. The Tenant may not conduct business at the Premises. Under no circumstances shall Tenant operate a day care facility on the Premises without the prior written consent of Landlord.

Tenant cannot assign this Agreement, sublet the Premises or add additional tenants without the prior written consent of Landlord.

15. LIABILITY: Tenant shall indemnify and hold the Landlord harmless from claims of loss or damage to real and personal property and of injury or death to persons caused by the acts or negligence of Tenant, Tenant's family, or licensee or invitees. Tenant expressly releases the Landlord from any and all liability for any loss or damage to property or effects arising out of water leakage, breaking in or theft, or other causes beyond the reasonable control of the Landlord. There is no warranty that there will be no criminal acts or that Tenant will be free from the violent tendencies of third persons.

Any Tenant who defaults under this Rental Agreement will indemnify the non-defaulting Tenants and their guarantors.

16. RENTER'S INSURANCE: Tenant is not insured under the Premises' insurance policy. Tenant is responsible for any damages to the Landlord's property if the damage is caused by Tenant or guests' acts or negligence. Landlord suggests Tenant obtain renter's insurance that will cover any damages to the Premises as well as damages to Tenant's personal property.
17. TERMINATION OF RENTAL AGREEMENT: To end this agreement, notice must be given, in writing, at least 30 days prior to the end of the last quarter of the agreement.

Termination shall not relieve Resident of his or her liabilities and obligations. The Resident shall pay charges up to the time of termination, any damage fee that may apply and any charges incurred after termination.

1. By Termination of Resident Status: Residents must vacate rooms within 24 hours of termination of their resident status.

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2. By Default or Breach: The Agreement may be terminated, after 10 days' notice of intent, in the event that the Resident:
 - Is in default in payment for more than 10 days, except where there is a written agreement to extend the period.
 - Breaches, violates, fails to perform, or is in default of the performance of any of the terms of this Agreement.
3. By the Resident: The Agreement may be terminated by the Resident by moving out of his or her room.

18. SERVICE OF NOTICES: All notices required by this agreement and applicable state or local law to be service by Tenant upon Landlord shall be mailed to the Landlord's address above. Notices and requests from any Tenant (including notices of Rental Agreement termination, repair requests, and entry permissions) constitute notice from all Tenants.

All notice required by this agreement and applicable state or local law to be served by Landlord upon Tenant shall be personally served on Tenant, or if not home, left with a person of suitable age and a copy mailed to Tenant. If no one of suitable age is home, a copy of the notice shall be posted in a conspicuous place on the Premises and a copy mailed to Tenant. Landlord's request and notices to any Tenant constitute notice to all Tenants.

In eviction suits, each Tenant is considered the agent of all other Tenants in the premises for service of process.

19. VACATING THE PREMISES: Upon terminating this Agreement, Tenant shall vacate the Premises, remove all personal property belonging to Tenant and leave the Premises in the same condition as Tenant found them except for normal wear and tear. Tenant must return all keys or pay for the cost to re-key all locks.
20. COST AND ATTORNEY'S FEES: If legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees. Venue for any legal action brought under the terms of this agreement will be in the county in which the rental premise is located.
21. WATER HEATER SETTING RELEASE: Tenant has personally inspected the water heater in the premises and affirms that the heater is set at 120 degrees F. according to Washington State Law. If at any time Tenant changes the setting to a different temperature, Tenant is responsible and holds the Landlord harmless.
22. SMOKE DETECTOR: In accordance with RCW 48.48.140, a smoke detector(s) has been installed in the Premises. This device(s) has been checked by Landlord and found to be in working order. Tenant shall test all smoke detectors monthly and is responsible for maintenance, operation, and replacing the batteries when necessary, at Tenant's expense. Tenant agrees to notify Landlord within 24 hours, in writing, of any problem with the smoke detector(s). Failure to comply with the requirements to maintain the smoke detector(s) is punishable by a fine of not more than \$200.00 per occurrence. If Landlord finds a smoke detector battery needs to be replaced, Landlord may replace it and charge Tenant \$15.00, due 10 days from the date the

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battery was replaced.

23. SIGNATURE: The Tenant has read, received a copy and agrees to comply with:

- a. Rental Agreement
- b. Mold and Mildew Addendum
- c. Deposit Accounting/Receipt
- d. Statement of Condition

This is a legal and binding document. Please read it and all the attachments carefully. If you sign this, the law presumes you have read and understand the entire document and all its attachments. No oral agreements, understandings, or representations are being relied upon by the parties. Any modifications, amendments, supplements or terminations must be in writing and signed by the parties to be enforceable. It is the Tenant's responsibility to get any and all changes in writing from the Landlord.

Central Lutheran Church

Date

Tenant

Date