

STERNBERG HALL RENTAL AGREEMENT

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

Name _____

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 rates may include optional early/late move in/out dates, interim breaks, and summer quarter:

- a. The term shall be per academic quarter, beginning on _____.
- b. Rate is based upon single; double occupancy; room number _____. The rate shall be calculated at \$_____per month; partial months and optional additional days will be charged at a prorated amount of \$_____ per day.
- 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 1st; and final month ending on the last day of residency that quarter due on the 1st.
- 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. Resident shall be a fulltime registered and enrolled student at a college or university recognized by the State of Washington as a public or private Higher Education Institution.
- b. No pets or service animals shall be maintained on the Premises without the prior written consent of the Landlord.
- c. The Premises shall be maintained as a non-smoking environment. Resident is responsible for prohibiting guests from smoking on the Premises.
- d. Resident 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 timely 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 Resident's bank and a letter of apology from the Resident's bank is presented to Landlord.
- c. Notice Charge: If the Landlord prepares a pay-or-vacate or a comply-or-vacate notice, Resident will pay \$45 for preparation of the notice and \$45 for service of the notice whether or not a lawsuit is filed.
- d. Damage Charge: Resident shall reimburse Landlord for any damages incurred because of Resident'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; or comply with the rules, policies, and procedures of the Resident Handbook.

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- e. Re-renting Charge: Resident shall reimburse Landlord for all reasonable costs incurred in re-renting Property if Resident 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 Resident shall apply first to outstanding charges due under this agreement, secondly to outstanding rent owed and lastly towards current rent owed. Each Resident 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	Resident
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 . *This section filled out by office staff.*

[] 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.

Resident 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 Resident and to pay for any other costs, rent, or fees incurred during or upon the termination of this Agreement.

If the Resident fails to complete the initial term of the lease, Resident 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.

9. RESIDENT’S DEFAULT AND/OR BREACH 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 of the Resident Handbook.

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10. **REMEDIES:** Upon the occurrence of any default or breach, Landlord has the option to pursue any one or more of the following remedies. 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.
- Failure to comply with the Resident Handbook is punishable by a fine of not more than \$200.00 per occurrence.
 - Terminate this agreement, in which event Resident will immediately surrender the Premises to Landlord, and if Resident fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, evict the Resident.
 - 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 Resident's default or breach, including attorney fees. Damages shall include, without limitation: All rentals lost, all legal expenses and other related costs incurred by Landlord following Resident'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.
 - Resident is liable for any rent or damages until mitigated by the Landlord.
11. **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.
12. **RESIDENT'S DUTY:** Resident shall immediately notify Landlord of needed repairs by sending written notice to the Landlord at the address listed above.

Resident agrees to keep the Premises clean and to comply with all duties imposed on Residents by the Resident Handbook, state and local law, this Agreement and the attached rules and addendums. The provisions of the Residential Landlord Resident Act at RCW 59.18 apply to this agreement.

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

No tobacco, alcohol, drugs, storage or use (including smoking) is allowed on the Premises.

13. **ALTERATIONS:** No alterations, additions, painting or improvements shall be made by the Resident without prior written consent of the Landlord.
14. **ENTRY BY LANDLORD:** Except in the case of an emergency or abandonment, Landlord shall give Resident 24 hours' notice of intent to enter the Premises. Resident shall not unreasonably withhold consent.
15. **USE OF PROPERTY:** The Premises is for residential use only. The Resident may not conduct business at the Premises. Under no circumstances shall Resident operate a day care facility on the Premises without the prior written consent of Landlord.

Resident cannot assign this Agreement, sublet the Premises or add additional Residents or use of the Premises without the prior written consent of Landlord.

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16. **LIABILITY:** Resident 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 Resident, Resident's family, or licensee or invitees. Resident 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 Resident will be free from the violent tendencies of third persons.

Any Resident who defaults or breaches under this Rental Agreement will indemnify the non-defaulting and non-breaching Residents and their guarantors.

17. **RENTER'S INSURANCE:** Resident is not insured under the Premises' insurance policy. Resident is responsible for any damages to the Landlord's property if the damage is caused by Resident or guests' acts or negligence. Landlord suggests Resident obtain renter's insurance that will cover any damages to the Premises as well as damages to Resident's personal property.

18. **TERMINATION OF RENTAL AGREEMENT BY RESIDENT:**

1. To end this agreement, notice must be given, in writing, at least 30 days prior to the end of the current quarter of the agreement.
2. 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.
3. Resident must vacate room on termination date.
4. Resident must leave room clean and ready for next Resident.
5. Resident must be checked out of room by Landlord or Landlord's agent.

19. **TERMINATION OF RENTAL AGREEMENT BY LANDLORD:**

1. Landlord may terminate this agreement, with or without cause, by written notice, at least 30 days prior to the end of the current quarter of the agreement.
2. 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.
3. By Default: The Agreement may be terminated, after 10 days' written notice of intent to terminate, in the event that the Resident is in default in payment for more than 15 days, except where there is a written agreement to extend the period.
4. By Breach: The Agreement may be terminated immediately by breach of this Agreement or violation of the Resident Handbook in matters of safety or emergency.
5. By Termination of Resident Status: Residents must vacate rooms within 24 hours of termination of their resident status.
6. By the Resident: The Agreement may be terminated by the Resident by moving out of his or her room.

20. **SERVICE OF NOTICES:** All notices required by this agreement and applicable state or local law to be served by Resident upon Landlord shall be mailed to the Landlord's address above.

All notice required by this agreement and applicable state or local law to be served by Landlord upon Resident shall be personally served on Resident, or if not home, a copy of the notice shall be posted in a conspicuous place on the Premises and a copy mailed to Resident.

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- 21. VACATING THE PREMISES: Upon terminating this Agreement, Resident shall vacate the Premises, remove all personal property belonging to Resident and leave the Premises in the same condition as Resident found them except for normal wear and tear. Resident must return all keys or pay for the cost to re-key all locks.
- 22. 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.
- 23. WATER HEATER SETTING RELEASE: Resident has personally inspected the water heater in the premises and affirms that the heater is set at 112 degrees F. according to Washington State Law. If at any time Resident changes the setting to a different temperature, Resident is responsible and holds the Landlord harmless.
- 24. SMOKE DETECTOR: In accordance with RCW 48.48.140, a smoke detector(s) has been installed in the Premises. Resident 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.
- 25. SIGNATURE: The Resident 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 Resident's responsibility to get any and all changes in writing from the Landlord.

Central Lutheran Church

Date

Resident

Date