



Updated: 2/11/2019

RESIDENTIAL LEASE/RENTAL AGREEMENT

THIS AGREEMENT is made **this** _____ **day of** _____, **20**____, between **BCI PROPERTIES, LLC**, hereinafter designated the Landlord, Lessors, BCI, We, or Us and:

_____ [Print tenant name]
Hereafter designated the Lessee(s), Renter(s), Tenant(s) or you. Legal Description may be attached.

The said Lessor/Landlord does hereby LEASE & rent unto the said Lessee(s)/Renter(s) the residence situated at:

(Street address) _____.

TENANT(S): LANDLORD'S PERMISSION IS REQUIRED TO CHANGE THE NUMBER OR IDENTITY OF TENANTS.

Name(s) of all occupant/tenants including children. [please print] *Put age if under 18 years old.

_____ *Put age if under 18 years old.
_____ age
_____ age
_____ age
_____ age
_____ age

Vehicle 1- Year _____ **Make** _____ **Model** _____ **License Plate Number** _____

Vehicle 2 -Year _____ **Make** _____ **Model** _____ **License Plate Number** _____

Tenant Email: _____ **Phone:** _____

Tenant Email: _____ **Phone:** _____

1 **TERMS & CONDITIONS:**

2 **LEASE TERM:** [check one box]

3 **The premises are leased** for a term of _____ year(s) beginning; _____, **20**
4 and terminating the _____, **20** . **More than a one year contract requires a Notary.**

5 *THIS LEASE SHALL CONTINUE ON A MONTH-TO-MONTH BASIS AFTER EXPIRATION IN PERPETUITY UNLESS TERMINATED BY
6 LANDLORD/OWNER OF RENTAL OR BY TENANT WITH A 20-DAY NOTICE IN WRITING DELIVERED BEFORE, BUT NOT LATER THAN THE 10th
7 OF ANY GIVEN MONTH PRIOR TO THE LAST DAY OF THIS LEASE PERIOD. ALL TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN THE
8 SAME UNTIL TERMINATED.

9 **OPTIONAL: MONTH-TO-MONTH TERM:** The tenant(s) agree(s) to rent beginning on ____ day of _____,
10 20____ and continuing on a month-to-month basis thereafter.

11 **IF PRO-RATED :** A one-time pro-rated initial lease payment in the amount of \$ _____ will be paid on
12 _____, 20____ for the rest of that calendar month only. All future rents are due by
13 the 1st of each month. If left blank, then this paragraph is void.

14 **BASE RENT:** \$ _____ PER MONTH.

15 **PLUS ADDED FEES* - I agree to pay monthly for the following:**

16 Electric: \$_____ Water: \$_____ Sewer: \$_____ Gas: \$_____ Garbage: \$_____ Storage: \$_____

17 Garage: \$_____ Optional Pet Rent: \$_____ Risk Management Fee: \$_____ see attached

18 form. Other _____ (description): \$_____.

19 **FULL BASE RENT & FEES DUE PER MONTH*:** \$ _____.

20 **Notice: Your deposit is fully refundable**, if you return your keys no later than the last day of your paid
21 in full lease agreement, or month of tenancy, with your rental in the same clean rentable condition as
22 when you moved in. Your deposit may be used for any and all unpaid amounts due on your account
23 upon move out, including but not limited to cleaning, carpet cleaning, late charges, notice fees,
24 damage to property etc.

25 **First Month Rent:** \$ _____

26 **Deposit:** \$ _____

27 **Additional Security Deposit:** \$ _____

28 **Pet Fee:** \$ _____ (not refundable)

29 **Risk Management Fee:** \$ _____ (The tenant has agreed to this
30 provision due to poor credit, eviction, a felony or other negative issue which would normally deny a
31 rental approval. The tenant has seen what this issue is and has had a chance for a rebuttal.)

32 **TOTAL AMOUNT DUE TODAY:** \$ _____.

33 **Notes for exceptional terms:** _____

34 _____.

35 *Deposit receipts shall be deposited by Landlord in a trust account with **Bank of America, 11315 Pacific Ave.**
36 **Tacoma, WA 98444.** Interest on the deposit shall belong to Landlord. All or a portion of such deposit may be
37 retained by Landlord as liquidated damages via a Tenant Breach if tenant moves out before the lease has
38 expired, and/or if the tenant moves out leaving cleaning to be done, rent unpaid or damages to the property.
39 Damages not covered by deposits shall be demanded to be paid in full within 30 days of receipt of deposit
40 settlement, or shall be remanded to a Licensed & Bonded Collection Agency. A refund of deposits is conditioned
41 as explained herein or Chapter 59.18 RCW of the Washington State Law Code. We have 21-days from the day
42 you turn in keys to return any deposit that is owed to you. Past due late charges, notice fees, maintenance
43 charges etc. not paid for 30 days or more may be sent to a collection agency.

44 ***Notice:** Tacoma City rentals only; The following is a set of guidelines to follow to be in compliance with TMC
45 1.95.030- Distribution of Information to Tenants. Distributing information to tenants is required at three
46 different phases in the rental process. Step 1: At the time of rental application, the landlord must provide the
47 tenant with the following website along with written rental criteria. Tenants will be able to access information
48 about code violations, findings on discrimination cases, and register to vote.

49 <https://www.cityoftacoma.org/cms/one.aspx?pagelid=163295> When a rental agreement or lease is offered, the
50 landlord must provide the tenant with a written copy of the summaries of rights and responsibilities prepared by
51 the City. This information must also be provided to current tenants within thirty (30) days from date the code
52 goes into effect. Step 3: If during tenancy, a landlord must serve a tenant with a notice under RCW 59.12.030 or
53 TMC 1.95, the landlord is also required to serve the notice of resources prepared by the City. These notices are
54 included in the Tenant Information Packet. However, you can also access them in the Landlord Resources
55 section on the Rental Housing Code website. www.bci-properties.com/info-city-tacoma-rental-housing-code

56 **ANY payment received will be considered “Received on Account”** and applied to any previous
57 balance owing on tenant account first, even if a personal check or money-order says “For rent
58 only” or similar designation. Washington State RCW 59:18 Laws state that fees may not in all cases
59 be refundable. Deposits are refundable contingent on satisfaction of terms. **ALL RENTS ARE DUE**
60 **ON THE 1st OF EACH MONTH; THE PRO-RATE ABOVE WILL ADJUST RENT AS NEEDED FOR THE**
61 **2ND MONTH ONLY IF NEEDED. THE LAST MONTH RENT, IF PRE-PAID, SHALL ONLY PAY FOR THE**
62 **LAST MONTH OF THE LEASE AS AGREED AND CANNOT UNDER ANY CIRCUMSTANCES BE USED**
63 **FOR PAYMENT OF ANY OTHER MONTH, DEPOSIT OR TO PAY FOR DAMAGES TO THE PROPERTY,**
64 **WITHOUT LANDLORD APPROVAL. RENT IS PAYABLE TO BCI PROPERTIES, LLC, ON THE FIRST**
65 **DAY OF EACH MONTH WITHOUT NOTICE OR DEMAND FROM YOUR LANDLORD. The LANDLORD**
66 **IS NOT RESPONSIBLE TO COME GET YOUR RENT. TENANT AGREES TO PAY A \$65 FEE IF**
67 **LANDLORD MUST PICKUP THE RENT. PAYMENTS MADE AFTER THE 5th ARE CONSIDERED LATE,**
68 **UNLESS RECEIVED BY THE 5th....UNLESS THE 5th FALLS ON A HOLIDAY OR SUNDAY, IN WHICH**
69 **CASE THE 6th IS PERMITTED ON THESE OCCASIONS. PAYMENTS MADE ON THE 2nd OF ANY**
70 **MONTH ARE CONSIDERED LATE. THERE ARE ONLY THREE GRACE PERIODS PER YEAR**
71 **ALLOWED, WHICH EXTEND RENT PAYMENTS TO THE 5th BEFORE LATE CHARGES APPLY. GRACE**
72 **PERIODS BEYOND 3 TIMES IN ONE YEAR IS A BREACH OF THIS LEASE AND MAY CAUSE**
73 **EVICTION. If any part of these terms are found to be unenforceable or erroneous then only those**
74 **parts shall be excluded, while all other parts of this lease shall remain in full valid effect.**

75 **HOW TO PAY YOUR RENT**

- 76 A. **Pay in person at:** BCI Properties, LLC - 9702 South Tacoma Way Suite-105/106,
77 Lakewood WA 98499
- 78 B. **Online** - Just click on www.BCIrent.com **see the Tenant Login Link.**
- 79 C. **BCIproperties.appfolio.com/connect/users/sign_in**
80 **Notice:** May be a 3RD party fee and time zone difference.
- 81 D. **Pay at: Seven-11** with a voucher from Appfolio.
82 **Notice:** Please be aware of a 3RD party fee and time zone difference.
- 83 E. **Mail to:** BCI Properties, LLC - P. O. Box 44340, Tacoma, WA 98448

84 **DEFAULT & TERMINATION:** If ANY ADULT Lease signers move before the end of the term of
85 this lease for any reason, without written approval of the Landlord, the remaining tenant(s)
86 must re-qualify for a new Lease within 3 business days, due to financial hardship this may
87 cause to the owner. All Lease Signers shall be liable for payment of entire Lease, plus any late
88 fees and eviction charges that apply. The Landlord is required by law to make reasonable
89 attempts to re-rent the property and tenant shall only be responsible for the time period that
90 the rental is actually not rented. The exact same charges will also be due if Landlord gives

91 tenant notice to move due to tenant's default or violation of this agreement. The amounts of
92 charges and/or fees are to be determined and depending on notification of move out date.
93 Tenant agrees to give a 20-Day written notice to Landlord if tenant(s) wish to terminate or
94 renew, otherwise the term will become a month to month contract with all other terms herein
95 applicable and in force, until a new Lease Contract can be signed, which is required within 30-
96 days. Landlord failure to demand a new lease or to follow-up in a timely manner shall not void
97 or negate this lease. Tenant agrees not to assign this Agreement, not to sublet any portion of
98 the property, not to allow any other person to live therein or on the property other than as
99 named above. Tenant agrees to not share or allow utilities to be used by any other person or
100 party whatsoever. **BCI requires that all tenants provide a forwarding address before they**
101 **move** out to ensure compliance with RCW Law.

- 102
- 103 I. **GRACE PERIOD:** Rent must be paid on time and in full on the 1st day
104 of each month. ON DAY 2 TENANT IS LATE. Nothing contained in
105 this agreement shall be interpreted to give you any right to pay rent
106 later than the 1st of the month. If not abused tenant shall be allowed
107 to pay their rent by the 5th day of a month as a "Grace" period.
- 108 II. **ABUSE OF GRACE:** IF GRACE IS USED FOR A TOTAL OF 3 MONTHS IN ANY 12
109 MONTH PERIOD IT WILL BE CONSIDERED AN OWNER HARDSHIP AND
110 TENANT MAY BE CONSIDERED IN DEFAULT OF THIS LEASE AT THE SOLE
111 DISCRETION OF LANDLORD. IF YOU FAIL TO COMPLY, LATE CHARGES WILL
112 APPLY AND YOU WILL BE SUBJECT TO EVICTION. EVICTIONS CAN FOLLOW
113 YOU FOR 10 YEARS.
- 114
- 115 III. **LATE CHARGES:** LATE CHARGES WILL BEGIN BY **8:00 a.m.** ON DAY 6 AFTER
116 RENT IS DUE. ON THE 6th DAY A CHARGE OF **\$100.00** SHALL BE ASSESSED
117 **TO THE TENANT(S) AND \$20.00 PER DAY** SHALL BE CHARGED TO YOU AS
118 THE TENANT STARTING ON DAY SIX (6). THESE LATE CHARGES SHALL
119 ACCUMULATE UNTIL ALL MONIES PAST DUE HAVE BEEN PAID IN FULL.
120
- 121 IV. **POSTING & DELIVERY OF NOTICES:** Tenants are responsible for PAYMENT OF ANY
122 POSTED or DELIVERED 3-DAY LATE NOTICE, EVICTION NOTICES, 10-DAY NOTICE TO
123 COMPLY OR THOSE WE MUST PAY A PROCESS SERVER OR BCI AGENT TO DELIVER at a
124 rate of **\$65 per notice.** THERE WILL BE NO FEE OR CHARGE FOR INSPECTION NOTICES OR
125 NOTICES THAT TENANT IS NOT LIABLE FOR.
- 126 V. **HOW RENT PAYMENTS ARE APPLIED:** RENT PAYMENTS MUST APPLY TO ANY PRE-
127 EXISTING, **OLD OR OUTSTANDING** BALANCES DUE ON TENANT ACCOUNT, BEFORE
128 BEING APPLIED TO THE CURRENT MONTH'S RENT SUBJECT TO EXCEPTIONS ALLOWED
129 BY LANDLORD, AND CONTINGENT ON THE NEEDS OF THE PROPERTY OWNER.
130

- 131 VI. **Rent lost in the mail will be counted as late until received, late fees will apply.** If your
132 rent is late or not paid in full within the grace period, we shall charge late fees, or consider
133 you in default of lease.
134
- 135 VII. **PETS & SERVICE ANIMALS:** NO pets (animals) shall be brought onto the premises unless
136 allowed by Landlord in writing. There shall be a Non-refundable Pet fee (cost listed below)
137 paid prior to occupancy for rentals which are pet approved, or as part of lease, with the
138 **exception of a duly licensed Service Animal as allowed by law.** Tenants claiming that
139 they have the right to a service animal must prove their need with a verifiable Doctor's
140 Letter or official approved document from a care giver given to BCI/Landlord for your
141 tenant file. Doctors and Licensed Care Givers will be contacted to verify such need, but the
142 Landlord will abide by the law in all cases. By RCW Law tenants are responsible for any
143 damages or cleaning which is caused by a Service Animal, including but not limited to pest
144 control abatement, replacement of carpeting if needed etc.
145
- 147 VIII. **ABUSE OF PET POLICY RULE and PENALTY:** The unauthorized presence of a pet will
148 subject you to penalties, damages and possible law suit in court if needed for mitigated
149 damages and immediate termination of Lease and/or Eviction. **TENANT agrees to pay a**
150 **fifty-dollar (\$50.00) per day impact fees for each pet brought upon the property**
151 **without our written permission, even if it belongs to a visitor, and tenant least will**
152 **be in default.** If you would like to have a pet on the property, you must have a written and
153 landlord approved pet agreement. Feeding stray or unauthorized pets is prohibited,
154 including but not limited to dogs, cats and other animals, reptiles, birds, rodents and
155 insects as this invites their habitation and possible damage to the owners property.
156 Violation of the above by tenant or tenant's guests or occupants, with or without the
157 tenants knowledge or permission shall be a breach of this lease contract and cause for
158 eviction as allowed by Washington State RCW Law Code with forfeiture of entire security
159 deposit or other fees and charges if damage is found evident or not.
160
- 161 IX. **ADDITIONAL OCCUPANTS:** Unless otherwise agreed in writing, NO persons nor pets that
162 are not listed on this agreement or an Addendum may occupy the residence or property
163 whatsoever nor move in any personal effects unless approved in writing by Landlord and
164 added to this Lease. This will incur an "Impact Fee" of one hundred dollars (\$100.00) per
165 month per person, which will be charged for each added occupant during each month or
166 fraction of a month of occupancy, plus they must be added to your rental lease as a rental
167 increase. Short-term visits by guests (relatives and friends) are OK, but these may not
168 exceed seven (7) days every 12 months and their pets are not allowed. Longer stays
169 without written approval by Owner/Manager will be a breach of this Agreement and
170 subject all occupants to eviction.
171
- 172 X. **OWNER PROVIDED:** Owner will provide the following items on loan at no cost to tenant,
173 but not applicable if not present at move-in. Items in red are subject to possible damage caused by
174 tenant. Tenants must repair or replace these items if the tenant is determined by our repairman to
175 be a tenant fault after move-in. (Possible damage may include but it not limited to a spoon, fork, coins or
176 foreign material in disposal. Clogged dryer or sewer. Tenant must change filter in heating system or
177 refrigerator as applicable every 90-days. Failure to do these things may cause early failure.)

178 () Water () Sewer () Garbage + () Keys () Refrigerator () Furnace [] Range/oven () Window Coverings
179 () Washer () Dryer () Garbage Disposal () Dishwasher () Microwave () Garage Opener
180 () Other _____.

181
182 XI. **APPLIANCES AND FIXTURES:** These are free to use, however **those in red** above must be
183 repaired or replaced by tenant if failure is found by our repairman to be fault of tenant. If
184 they become inoperable or damaged, then replacement units must be of similar type and
185 quality and approved by landlord. These then become the property of owner. It is at
186 Landlord and/or Owners sole discretion if the fixture or any appliance shall be repaired,
187 replaced, or removed, with any such change by written permission of Landlord only. Air
188 conditioners, washing machines, dryers and any other appliances or fixtures may not be
189 installed without the Landlord's written permission.

190
191 XII. **UTILITIES: Tenant shall pay for ALL services and utilities supplied to the premises,**
192 such as water, electric, natural gas, cable tv, sewer, garbage, phone service, septic cleanout
193 pumping fee etc. In the event that the tenant does not, or is not able to, transfer all utilities
194 into her/her name within 24 hours, any subsequent bill or invoice from a utility provider
195 will be the responsibility of the tenant to pay and if not paid can be considered a breach of
196 this contract.....as this failure to pay can cause a lien to be put on the owners property and
197 cause harm to the owner.

198
199 XIII. **RETURNED CHECKS:** A charge of \$45 will be assessed for checks that do not clear the bank and or
200 are returned due to NSF or for any other reason. If this causes your rent to be late, we shall
201 consider you in default under this agreement and late fees will be charged. Tenant further
202 understands that after two (2) NSF or bad check occurrence, all rent will be required to be paid in
203 the future with either money order or cashier's check.

204
205 XIV. **REIMBURSEMENT/PAYMENTS:** Reimbursement for damages is due within 14 days when we
206 make written demand and show cause. Our failure to demand damage reimbursement, late fee
207 charges, returned check charges or other sums due by you shall not be deemed as a waiver and we
208 may demand the same payment, past due, at any time including after move-out as provided by the
209 RCW Codes in the Landlord Tenant Law of Washington State.

210
211 XV. **USE AND OCCUPANCY:** You agree to use the residence solely as private living quarters for the
212 persons named as occupants and no others, unless you first obtain our written consent to change
213 identity of the occupants. No small or home-based business will be allowed without written
214 permission of owner and/or Landlord. Waiver of this requirement must be obtained in writing
215 from Landlord in advance.
216 a. If it is determined that Pets without a Pet Agreement are present in the rental, then this will be
217 considered a breach of this lease contract.

218
219 XVI. **SUB-LETTING:** TENANTS MAY NOT SUBLET OR CHARGE ANOTHER PERSON RENT OR
220 ALLOW THEM TO LIVE IN THE RENTAL UNDER ANY CIRCUMSTANCES. VISITORS MAY
221 STAY FOR ONE WEEK AS A VISIT. LONGER VISITS MUST BE APPROVED BY LANDLORD. NO
222 FRIENDS, BOY OR GIRLFRIENDS, FAMILY OR OTHER PERSON MAY BE ALLOWED INTO
223 YOUR RENTAL WITHOUT SPECIFIC PERMISSION IN WRITING BY LANDLORD AND IS
224 CONSIDERED A BREACH OF CONTRACT. LANDLORD WILL NOT UNREASONABLY DENY
225 ANY ADDITIONAL OCCUPANT TENANCY, PROVIDED THE NEW TENANT PAYS FOR A

226 SCREENING AND THE OWNER OF THE PROPERTY AGREES. EXCEPTION IS LIVE BIRTH OF
227 A BABY.

228
229 **xvii. REPRESENTATIONS AND APPLICATIONS:** In the event that any of the information on
230 your rental application shall be found to be misleading, incorrect, or untrue, we shall have
231 the right to cancel this agreement and to repossess the residence. No oral statement made
232 by our employees agents or other tenants shall be binding upon us unless consented to by
233 us in writing.

234
235 **xviii. LOCKS/KEYS:** We will provide a lock for your door. You agree that no additional locks will
236 be placed upon any doors or mailboxes and no locks will be changed without our prior
237 written permission. Further, you agree to supply the Landlord with any and all keys, upon
238 demand within three (3) days. You agree to pay the cost of a locksmith and for new locks if
239 you do not return all keys on vacating.

240
241 **MUST INITIAL FOR RECEIPT OF KEYS:**

242
243 **Tenant acknowledges receipt of all keys:** x_____ x_____ x_____ x_____

244
245 **xix. ACCESS:** Tenant agrees to allow Landlord to enter the premises during the full term of this
246 agreement at reasonable hours with a 48 hour notice to show or inspect and examine it or
247 to make repairs, additions or alterations which we consider proper and reasonable (as
248 allowed by the Residential Landlord-Tenant Act RCW 59.18.150). Tenant agrees to allow
249 Landlord/ Agents of Real Estate to show the home with 24 hour prior notice given.
250 Emergency Access without tenant knowledge or approval is granted, as allowed by RCW
251 Law. Landlord has the right to place and maintain "For Rent" signs in or on said premises
252 for (30) thirty days prior to tenant move out.

253
254 **xx. LIGHT BULBS:** Replacement of light bulbs or fluorescent tubes in the residence is your
255 obligation. All fixtures must have operable light bulbs when you vacate.

256
257 **xxi. NUISANCE:** Nuisances and un-disposed waste shall not be tolerated. Such activity by the
258 Tenant, family member, guests, invitees or visitors will be cause for eviction. "Nuisance"
259 and "Wastage" shall include, but not be limited to, the following committed, permitted or
260 suffered on the premises, common areas, grounds, Landlord's property, and adjacent
261 property, including sidewalks, public right-of-way and/or the nearby vehicles of tenants or
262 the following;

263
264 a. Any noise heard outside the unit and activity that disturbs the peace and quiet
265 enjoyment of others, including annoying, boisterous, bullying, intimidating,
266 mischievous, or obnoxious noise or behavior as defined by law.

267 b. Loitering, playing, soliciting of any kind, or the use of illegal drugs, tobacco in a
268 building's common areas; the use of alcohol outside any tenant's premises, disruptive,
269 destructive, or risky behavior while under the influence of alcohol or prescription
270 drugs, or from the failure to use any prescribed psychotropic drug, or the blocking of
271 any tenant's premises or common passage; loud music/noises that disturbs neighbors
272 or any use of illegal drugs.

- 273 c. Disconnection, through misuse or non-payment, of electrical, gas, sewer, water or other
274 public services.
- 275 d. Possession, storage, public display or use of any ammunition, firearm, knife, dagger,
276 sword, or other weapon or of any dangerous, inflammable, or explosive devices or
277 materials, or the setting of any fires except in approved fireplaces and wood stoves.
- 278 e. Vehicles, vessels, or trailers parked or left on gardens, lawns, sidewalks, or inoperable
279 vehicles left on Landlord's or adjacent property or on the public right-of- way.
- 280 f. Conducting any business, commercial or industrial activity, whether legal or not, on the
281 premises without Landlord's written approval.
- 282 g. Use of "fighting words" abusive, bullying, derogatory, harassing, hateful, or insulting
283 language, especially to those of different backgrounds or situations from the one so
284 speaking or writing, including difference of the following nature-- ethic, racial, religious,
285 cultural, class, economic, age, disability, family, marital status, or sexual orientation.
- 286 h. Leaving children unattended or any other behavior that endangers the health, safety or
287 well-being of any children or other tenants or others present on property.
288
289
290

291 **XXII. SMOKE/FIRE & CARBON MONOXIDE ALARMS:** You acknowledge that smoke and C/O
292 alarms are present in the rental and are in good working order. You agree not to remove
293 the alarms or the batteries at any time. You will keep all alarms in good working order and
294 will notify us of any non-working alarms. **You also agree to replace batteries as needed.**
295

296 **XXIII. FIRE HAZARDS, DAMAGE OR INJURY:** You will not store hazardous substances that might
297 cause a fire. If the residence becomes uninhabitable by reason of fire, the rent shall be
298 suspended until it has been restored to a habitable condition unless your actions caused or
299 contributed to the fire, in which case your Lease may be terminated. We are not liable for
300 any injury to you, other persons or property caused by anything beyond our control.
301 Tenant is encouraged to protect your property with your own renter's insurance.
302

303 **XXIV. INTERRUPTIONS:** We are not liable for any inconvenience, discomfort, damage or injury
304 arising from the interruptions, curtailment, or cessation of any services arising from
305 repairs or improvements to the property. It is agreed that there will be no reduction or
306 abatement of rent and that such interruption or curtailment shall not constitute a
307 constructive eviction or otherwise affect your obligations unless such interruption or
308 curtailment shall continue beyond a reasonable time after we secure parts, supplies, and
309 any specialized labor that may be required to affect any repair.
310

311 **XXV. CHANGE IN RENT OR OTHER CHARGES:** The monthly rent is based, in part, on present
312 costs of services, property tax and insurance rates in effect when this agreement is
313 executed. For renters not on the lease contract, we reserve the right to alter the rate of the
314 monthly rent or other charges upon a 30-day notice of such change. Any increase or
315 decrease in the rent or other charges shall not void this agreement. If you decide to give a
316 written 30-day notice to vacate, as a result of a rent increase, there will be no re-rental
317 charge. Your term shall end on the last day of the month following the month in which we
318 receive your notice. If you do not elect to terminate this agreement, you will have

319 consented to the change in rent or other charges and this agreement shall continue except
320 as modified by our notice.

321

322 XXVI. **BANKRUPTCY – ABANDONMENT:** If prior to the commencement or during the term of
323 this lease, if you should abandon your rental unit we will post a 48-Hour Abandonment
324 Notice and shall proceed in accordance with Law.

325

326 XXVII. **DEFAULT:** If you default in performing any of your obligations, or if your conduct or that
327 of the other occupants or guests shall be objectionable, we will give you a notice to cease
328 your objectionable conduct immediately. If you do not correct your default or conduct, we
329 may then, at our option, give you twenty (20) days' notice of our intention to terminate this
330 agreement. Your term shall end at the expiration of said twenty (20) days but you will
331 remain liable as stated in this agreement. If you default in payment of any installment of
332 rent or any other money due to us under this agreement, we shall have all rights and
333 remedies allowed by law including the right of eviction and re-entry and you shall remain
334 liable. Under this agreement, we shall also have the right to terminate your occupancy with
335 a 20-day notice as allowed by law.

336

337 XXVIII. **LITIGATION & ATTORNEY FEES:** If we undertake legal proceedings to evict you or to
338 collect from you, you agree to pay us reasonable legal fees in such proceedings in addition
339 to the amounts otherwise due from you, together with the costs of collections. All persons
340 signing this agreement hereby waive trial by jury in any action arising out of this
341 agreement.

342

343 XXIX. **WAIVER:** Our failure to insist in one or more instances upon a strict performance of the
344 covenants of this agreement shall not be construed as a waiver or relinquishment of strict
345 performance in the future. Any waiver shall be made in writing and signed by us.

346

347 XXX. **HABITABILITY:** We covenant and warrant and you agree that the unit and all common
348 areas are fit for human habitation and for the uses reasonably intended and specified in
349 this agreement. We have taken photos prior to your moving in and kept records as to
350 maintenance. You hereby testify that you have verified habitability with a signed move in
351 check sheet prior to paying rent or signing a lease.

352

353 XXXI. **MOVE IN CONDITION:** Tenant agrees that the rental unit and the property are in good and
354 satisfactory condition when keys and possession is taken, with exceptions as stated in the
355 **move in checklist**, which **you hereby acknowledge you have used to inspect the rental**
356 **before signing this lease and you have signed and date the move-in checklist before**
357 **paying any rent or deposit monies.** The floors, carpeting, walls, ceiling, appliances,
358 cupboards, windows, doors, storm windows, glass, screens, furniture and equipment are
359 clean, in good working order, and unbroken and the true condition of the rental unit noted
360 in the move in checklist....with exceptions as noted on Move In Checklist.

361

362 **NOTICE:** IF ANY REPAIR OR MAINTENANCE IS NEEDED DURING THE RENTAL PERIOD,
363 THE **TENANT MUST PAY FOR THESE REPAIRS** UNLESS IT IS DETERMINED THAT THE
364 TENANT IS NOT AT FAULT. **LANDLORD MUST BE NOTIFIED BEFORE REPAIR BEGINS**
365 AND ONLY A LICENSED/BONDED REPAIRMAN MAY DO REPAIRS WHICH FALL UNDER HIS

366 LICENSED AUTHORITY. Example; if moss is on the roof the owner must pay. If roof leaks
367 due to no fault of tenant, owner must pay. If plumbing or electrical has failed due to no fault
368 of the tenant, the owner must pay. If tenant is found to be liable, then tenant agrees to pay
369 on demand without delay. Approval and determination of who is liable for needed repairs
370 must be made by Landlord.
371

372 XXXII. **ALTERATIONS & CHANGES:** You will not, without written permission, paint, wallpaper,
373 remodel or make any structural changes, drill into, disfigure, or deface any part of the
374 property or install fixtures of any type or description. Fixtures, once installed, will become
375 our property, and you agree not to remove the same without our written permission. Wall-
376 to-wall carpeting is to be considered a fixture.
377

378
379
380
381
382
383 XXXIII. **MAINTENANCE & REPAIR:**
384 **Tenant agrees;** to put in writing any request for maintenance or repair services on
385 AppFolio, as is required by RCW State of Washington law code. Here are options:
386 **#1 Preferred Method:** [BCIproperties.appfolio.com/connect/users/sign_in](https://bciproperties.appfolio.com/connect/users/sign_in) – Get
387 your login code from your Property Manager or email a request or call for code if desired.
388 **#2 Method: Email, call or text your Property Manager! Service Manager: 253-304-0919**
389 **Or if you do not have a computer;**
390 **#3 Method: Fax a written dated request** to: (253) 531-5358 must have a
391 confirmation. or; **Emergency Only Maintenance**, after hour's phone: (253) 304-0919 or (253)
392 241-5787 *Must be backed up by a written request even if you call, for tracking of response
393 times & proof of service. Tenants will pay for any damages or maintenance they cause.
394

395 **NOTICE: BCI PROPERTIES MUST GET OWNER APPROVAL IN MOST CASES TO DO ANY**
396 **MAINTENANCE OR REPAIR WORK. PLEASE BE PATIENT.**
397 Tenant agrees to keep the premises in a clean and good condition at all times. Tenant must
398 ensure any repairs to the premises or property is approved by the Landlord prior to any
399 work being done. All repair work must be done by a fully qualified, licensed & bonded
400 repairman. Fill out online form or; fax a written dated request or; bring in a proper request
401 in writing. **DO NOT DO ANY MAINTENANCE WITHOUT BCI/LANDLORD PERMISSION.**
402 **WITHOUT PRIOR APPROVAL FROM LANDLORD, tenant understands any materials or labor**
403 **performed or purchased will not be refunded or to be used as a rent credit.**

The following provisions must be followed;

- 404 1. Tenant is responsible when damage is caused by tenant, co-tenants, visitor/guests,
405 misuse or by neglect. However, tenant is not responsible for normal wear and tear*.
406 2. Tenant MUST have full coverage renters insurance, including liability coverage, which
407 will cover tenants belongings and personal property in case of any kind of damage.

- 408 Landlord nor owner shall be liable or responsibility for any damages to tenant's or non-
409 tenant's personal property, regardless of how the loss occurred.
- 410 3. Home Owners Association (HOA): Tenant is responsible to read and abide by HOA rules
411 and restrictions, if there is an HOA. The rules are attached to this lease or may be given
412 to the tenant at the time of signing. If the tenant needs another copy or does not receive
413 a copy upon signing this lease, then the tenant shall be liable and responsible to obtain a
414 copy. **ANY FINES IMPOSED BY THE HOA DUE TO FAILURE TO FOLLOW HOA RULES
415 AND/ OR VIOLATION NOTICES, ARE THE RESPONSIBILITY OF THE TENANT AND
416 WILL BE CHARGED TO YOUR ACCOUNT.**
- 417 4. **TENANT WILL BE CHARGED FOR DAMAGES WHICH ARE DETERMINED TO BE
418 CAUSED BY TENANT OR CAUSED BY VANDALS OR BREAK IN**
- 419 5. THE LANDLORD WILL PAY ENTIRE COST OF REPAIRS WHEN TENANT IS NOT DEEMED
420 TO BE AT FAULT. **HOWEVER;**
421 Tenant should get their own full coverage insurance to cover damage to owners
422 property.

Tenant is liable and must pay for repair costs when;

- 423 3. **Plumbing issues are caused by** sanitary napkins, garbage, grease, or foreign or harmful
424 substances are placed in the plumbing receptacles. You are liable to keep all toilet,
425 drains, and water lines free from becoming plugged or frozen.
- 426 4. **When tenants action or lack thereof caused any damage. Such as frozen water** lines if
427 accessible and not protected by tenant, plus all clogged drains and toilets unless repairs
428 are unavoidable due to roots or non-tenant caused clog in lines.
- 429 5. **When tenant fails to replace** heating/furnace and water filters, if present, every 90
430 days or sooner which has led to a failure of such equipment.
- 431 6. **When damage is caused by wind,** rain or other elements because of tenant leaving
432 windows open, or by the overflow of water left running from a kitchen, bathroom or
433 utility room in the rental.
- 434 7. **When vandals** burglarize or break into your rental the tenant is liable. **Tenant is**
435 **advised to get full liability insurance that will cover such damages. Landlord will**
436 **not pay.**
- 437 8. **Tenant shall be responsible** for the cost of any damages created by tenant, such as
438 but not limited to pest control if this is a single family home and other duties and
439 responsibilities as per law.
- 440 9. **Tenant(s) of single family units** are responsible for keeping the yard mowed and
441 **cleaned regularly.** This does not apply to apartment dwellers. This includes weeding
442 and care for all flower beds and weeds along fence lines. No pruning or bush, hedge or
443 tree trimming as owner is responsible for that.
- 444 10. **When tenant allows inoperable car, tires, car parts, building materials, debris etc.**
445 to be on the property or city/county streets or right of way.
- 446 11. **Tenants in single family homes** are responsible and liable for remediation or cost
447 **of any and all pest control,** such as ants, wasps nests, rodents etc. plus other terms as
448 outlined in the Washington State **RCW Law code 59:18:.130** as seen at;
449 <http://app.leg.wa.gov/RCW/default.aspx?cite=59.18.130>

450 If tenant does not comply with these rules, tenant will be given a ten (10) day notice to correct the
451 violation. If violations continue past 10 days it is a Breach of Contract, which will begin the
452 Eviction process. After 10 days the Landlord has the right to do the clean-up and removal of any
453 such items and will charge the Tenant a fee for the cost.

454 If tenant fails to make repairs or replacement, we may do so at tenant expense and charge you the
455 cost of the repair or replacement. Any charges due as a result will be in addition to your monthly
456 rent and any other monies owed. Tenant shall be aware that cleaning fees, hauling fees, yard
457 mowing and weeding, and repair fees could average \$65.00 per hour or more. **If an appointment
458 has been set for repairs to be done and you miss your agreed on time, are not home, do not
459 answer the door or refuse to let the necessary people in to make repair, then you will be
460 charged a minimum sixty-five dollar (\$65.00) service trip fee for the maintenance mans
461 wasted time.**

462 ***NORMAL WEAR & TEAR;** is determined solely by the landlord. Abnormal wear and tear
463 includes, but not limited to abnormal carpet wear, damage to walls and flooring, paint scratches
464 and marks, damage caused by pets and damages caused by visitors, plus damages which were not
465 there at inception of lease etc.
466

467 XXXIV. **REPAINTING:** This property is a **NON-SMOKING** dwelling. Upon vacating, you are
468 responsible for the cost of repainting if needed due to damage to walls and ceilings due to
469 de-coloration or odor from smoking, nail holes in walls (more than one nail hole in each
470 wall) or excessive marks on walls etc. regardless of the cause or who did the damage. Must
471 be a licensed painter and be brought back to original colors, or we will repaint with cost
472 billed to tenant if tenant caused, at sole opinion of landlord.
473

474 XXXV. **TERMINATION OR VACATING TERMS:** Upon Landlord receipt of a legal written notice from tenant
475 to Landlord that tenant desires to move, or if asked to move out by the Landlord and at least 20
476 days before the end of the Lease rental term expiration; tenant agrees to move out per provisions of
477 Washington State Landlord Tenant Law in a timely manner. If the tenant happens to stay on and not
478 terminate, this expired lease shall only be expired in regards to length of time it is in effect and this
479 lease will continue on a month to month basis with all Contract Terms remaining the same, along
480 with all provisions of the contract. Subsequently, if and when tenant or Landlord wishes to give a 20
481 Day Notice of Termination, it must be at least 20 days before the end of a month or rental term.

482 **NOTE: BCI requires:** that all tenants provide a forwarding address **before** or
483 when they return keys upon move out to ensure compliance with RCW Law
484 Code 59.18 of RCW which provides: "(1)(a) When premises are rented for an indefinite
485 time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a
486 tenancy from month to month, or from period to period on which rent is payable, and shall
487 be terminated by written notice of twenty days or more, preceding the end of any of the
488 months or periods of tenancy, given by either party to the other."
489

490 XXXVI. **CONDITION WHEN VACATING RESIDENCE:** You agree to promptly surrender the rental
491 unit or house at the end of the term in good, clean and rentable condition. Time is of the
492 essence in your surrender. If the new tenant's move in is delayed as a result of damage, a
493 need for added cleaning, or your vacating of the unit after the end of the term of this
494 agreement, then you will be liable for payment of additional rent, fine or fee as will be
495 determined with a Settlement of Deposit in 21-days or less. Tenant will be charged rent
496 until all keys and garage door opener to the premises are returned to the management.

497 You must have or request a “check out form” to compare with your “move in form” when
498 you are ready to clean up and vacate rental unit, to help ensure refund of your deposit
499 whenever possible. Please note we like to refund deposits.
500

501 XXXVII. **ADDITIONAL TERMS:** Tenants (you), occupants and guests will comply with the rules below
502 (including all local and governmental laws) and such other and future rules as we may make for the
503 safety, care, cleanliness and good order of the property or the comfort, quiet and convenience of
504 other residents and neighbors. Additional rules shall become effective upon notice. Failure to
505 comply with rules shall, at our option, be considered a default of rental agreement and may result in
506 termination of tenancy.

- 507 ➤ You shall keep the premises in a clean, neat and sanitary appearance and condition, including
508 prompt disposal of all discarded materials, debris, garbage, junk, litter, recyclable, rubbish, trash,
509 and waste water in a clean, proper, and sanitary manner, and without odor, at reasonable and
510 regular intervals.
- 511 ➤ **Vandalism**, burglary, break-ins or damages allegedly caused by others is liability of tenant, so the
512 Landlord will not be responsible. Tenant is advised to have full liability insurance.
- 513 ➤ There is to be no unlawful activity, nor association with a gang, group or person while engaged in
514 unlawful activity or when it may cause Lease agreement violations.
- 515 ➤ Tenant is responsible for keeping the Landlord current with all pertinent information, including
516 any changes in employment or income, unit residents, telephone numbers, utility services, vehicles
517 registrations. No vehicles, boats, trailers or other large items which are not on the lease, shall be
518 left on the property over 1 week, or stored on the property without written permission of Landlord
519 and must be owned by tenant.
- 520 ➤ Tenant shall promptly report all needed maintenance and repairs to Landlord in writing within 24
521 hours in writing by mail, email, in person at BCI office, or on the approved online format at
522 [BCIproperties.appfolio.com/connect/users/sign in](https://bciproperties.appfolio.com/connect/users/sign_in)
- 523 ➤ Tenant agrees and acknowledges that only assigned parking spaces are to be used by Tenant
524 and/or their guests. These are limited to private passenger vehicles only. Tenant shall have no
525 right to store any recreational vehicle, boat, trailer, furniture, appliances or any other property in
526 said parking space, spaces, or carport without written consent of Landlord. Violation of rules is a
527 Breach of this Contract.
- 528 ➤ Tenant shall allow Landlord and/or their Agents, to inspect the interior and exterior of the rental
529 when needed according to RCW Law Code with a 48 hour notice, or sooner if deemed necessary by
530 landlord.
- 531 ➤ Tenant(s) agree to unconditionally allow Landlord to share and provide as Landlord sees fit, any
532 information that Landlord has in tenant file for the purpose of past due rents or fee collection,
533 damage, cleaning or other debt's owed to Landlord or owner of the rental property and this
534 information may be shared with Collection Agencies, Military JAG or other Military personal or
535 others who may be of help to recover alleged or past due debts.
- 536 ➤ **Tenant Benefits Package.** Please see Addendum Form TBP-1 if applicable.

537 **RENTERS INSURANCE REQUIRED.** A **Full Coverage Renters Insurance Policy** is required upon
538 signing this lease, to cover intentional and/or accidental damages to the owner's rental property,
539 plus pet and cigarette smoke damage. BCI Properties, LLC must be listed on Renters Insurance
540 Policy, as “**Additional loss Payee or Insured**”. **We require a minimum \$100,000 Limit of**
541 **Liability for property damage. We will charge an initial \$12.50 if you do not bring in**
542 **Renter's Insurance and will continue to be charged until proof of insurance is provided.**

543 **Failure to obtain acceptable insurance shall constitute a breach of this lease.**

544 **AppFolio Renters Insurance** is available for \$12.50 a month, but it does not cover vandals.

545 **Enroll me in the "AppFolio Tenant Liability Insurance Program":** .
546 ***See attached documentation for AppFolio.**

547 **ACKNOWLEDGEMENT:**

548 I/we the undersigned tenant(s), agree and understand that this agreement is between the Landlord BCI PROPERTIES, LLC
549 and the tenant(s) as listed herein. It is agreed that if any term or condition of this agreement is violated and tenant(s) are
550 given a notice to correct, then the tenant(s) will do so within the prescribed time limit of the notice. Failure will result in a
551 Breach of Contract and the owner or Landlord may file legal proceedings against tenant(s) to recover possession. To avoid a
552 default of this contract, each and every person who signs below also agrees that they each shall be individually responsible
553 for timely payment of the entire rent and all other provisions of this agreement even if one of the undersigned Tenant(s)
554 does not pay their portion of the rent, or moves out before the lease term has expired.

<input type="checkbox"/> Lease/Rental Agreement	<input type="checkbox"/> Know Your Rights Addendum-Landlord/Tenant Act
<input type="checkbox"/> AppFolio Renters Liability Insurance	<input type="checkbox"/> Mold Addendum
<input type="checkbox"/> Washington Fire Safety Notice	<input type="checkbox"/> Septic Addendum
<input type="checkbox"/> Mold Agreement Addendum	<input type="checkbox"/> EPA Lead Based Paint Handout*
<input type="checkbox"/> Crime/Drugs Free Housing Addendum	<input type="checkbox"/> Pet Agreement Addendum
<input type="checkbox"/> Lead based paint form 22J *	<input type="checkbox"/> Risk Management
<input type="checkbox"/> Economic Unity Addendum	<input type="checkbox"/> Move-In Condition Report
<input type="checkbox"/> Carpet Addendum	<input type="checkbox"/> HOA Rules & Regulations/ Website
	<input type="checkbox"/> Other: _____

555 Each tenant hereby acknowledges that I/we have read and understood and agree to all terms and
556 conditions of this agreement with me/us to my/our satisfaction. This agreement constitutes the entire
557 agreement and cannot be orally amended. Any changes in this contract must be in writing and signed
558 by all of the parties involved. If any term, covenant, condition, rule or restriction is found by a court of
559 law to be unlawful, unenforceable or invalid then the remaining provisions shall remain enforceable
560 and binding. This agreement shall be binding upon the parties, their heirs, executors, successors and
561 assigns. Tenant(s) acknowledge receipt of a copy of this lease and all related documents.

562 * If applicable. Items in **red** are required. Items in **blue** are highly recommended! Rent may include
563 other monthly fees such as monthly Pet Fees etc.

564 x _____
565 **TENANT** _____
566 **DATE**

566 x _____
567 **TENANT** _____
567 **DATE**

568 x _____
569 LESSOR/LANDLORD / Agent _____
569 **DATE**

570 **Attorney of record:**
571 **McFerren Law Firm / Martin Burns Attorney at Law / Fredrick Hetter Atty. at Law**
572 Direct Phone: (253) 284-3801
573 Toll Free: (800) 236-4948 Insurance carrier: Farmers Insurance
574 © Copyrighted Material & Intellectual property rights 2003/2019 by BCI Properties, L.L.C.
575 Updated last on: 2/11/2019 (NOTARY required only if contract is for more than one year)