RENTAL AGREEMENT

The undersigned «Tenants\_Singleline» (hereinafter called Resident / Tenant), agrees this «Lease\_Start\_Date» to rent from Kalles Properties, Inc. as an agent for the property owner (hereinafter called Owner/Manager), the premises located at «Address\_1», «City», «State» «Zip», beginning on «Lease\_Start\_Date», and continuing for a period of twelve (12) month(s). Any holding over after the expiration hereof, with the consent of the Owner/Manager, shall be construed as a MONTH to MONTH tenancy in accordance with the terms hereof, as applicable upon the following conditions.

**NOTE**: The prorated rent, if applicable, shall consist of the number of days from the date of move-in to the start of the lease, this amount is calculated as a daily rent amount based upon the number of days in that month. The pro-rated rent is done as a courtesy and is not part of the lease term; the contracted lease will begin on the first day of the next month and exist for the number of months specified above. Upon move-in first month’s rent in its entirety will be due, with the pro-rated rent, if applicable, being due the second month of tenancy in lieu of the normal rent amount.

1. RENT

The monthly rental for said premises which Resident(s) agrees to pay is $«Rent\_Amount\_Numeric» per month which shall be payable in advance on the first day of each calendar month. Checks shall be payable to Kalles Properties, Inc. In the event the rent shall commence on any day other than the first day of the calendar month, the rent shall be collected from the date of commencement to and including the last day of the month, after which time all rents shall be due and payable on the first day of each succeeding calendar month. All charges are explained in Addendum F, “Move-In Accounting.” The Resident(s) understands that he/she will receive no rent deductions, adjustments, or compensations due to repairs or interruptions of service except as provided by law.

1. DEPOSIT

Resident(s) agrees to pay the sum of $«Deposit\_1\_Amount\_Numeric» as a Security/Damage Deposit for the performance of Resident’s obligations described by the Security/Damage Deposit Addendum D, “Security Deposit Agreement” attached hereto and by reference made a part hereof.

1. ACCEPTANCE

Resident(s) agrees to inspect the premises prior to/or not more than three (3) working days after occupancy and to complete and sign a Unit Condition Report, “Exhibit 1” and understands that cleaning and painting required at the termination of the tenancy will be charged to the Resident(s).

1. USE

Resident(s) agrees that the premises are to be used and occupied by Resident’s immediate family only, consisting of those named on Lease: «Tenants\_Singleline», and Dependents: «Dependents». The premises shall be used as a private dwelling only. If the Resident is unmarried and should, during tenancy marry, all rights to occupancy are immediately terminated unless a new rental agreement is drawn satisfactorily in its term to the Owner/Manager, and signed by both parties to the marriage.

1. UTILITIES

Resident(s) shall, in addition to the rent, pay for all public utilities charged against the premises except for «Cvu\_Utilities\_Included» which shall be paid for by the Owner/Manager. On the move-out resident(s) final water and sewer bill will be paid out of Resident(s) Security Deposit and Resident will be charged a service fee of $25.00 per utility unless Resident shows proof of payment within 7 days of move-out.

1. LATE CHARGES AND INSUFFICIENT FUNDS (E.G., NSF) CHARGES

Resident(s) understands that rent is due on the first (1st) day of each month. If the total rent and any other charges due are not received by **NOON** (12:00 PM) on the 5th of the month, there will be a Seventy Dollar ($70) charge on the sixth ( 6th) of the month, and two-dollars ($2.00­) per day will be charged until paid. If a check is returned for any reason there will be a forty-dollar ($40.00) returned check charge, and personal checks will no longer be accepted from resident. Rent payment will be required to come in the form of a cashier’s check or money order.

Resident Initials: \_\_\_\_\_\_\_ , \_\_\_\_\_\_\_ , \_\_\_\_\_\_\_ , \_\_\_\_\_\_\_

1. NOTICE TO VACATE

Resident(s) agrees that to terminate tenancy, twenty (20) days written notice must be received by the Owner/Manager prior to the end of a monthly term. According to the terms of this agreement, rent has been prorated to the first day of each calendar month. Example: Notice given on the 15th of one month would bind the tenancy until the last day, not the 5th day of the following month. The Owner/Manager may terminate the tenancy without reason, by delivering to the Resident(s) written notice at least (20) twenty days prior to the end of the monthly term. **Keys are to be turned in by 12:00 am (midnight) on the last day of the month/ end of tenancy, failure to comply will result in a penalty of $50.00 per day PLUS the daily cost of rent**. If keys are not returned within three days of end of tenancy scheduled move out, tenant will be responsible to pay the **entire month’s rent.** In addition, the Owner/Manager may give the following, but not limited to, notices as circumstances may warrant.

* + 1. Fourteen (14) day notice to comply with any term of this agreement or vacate the premises.
		2. Fourteen (14) day notice, after a default in payment of rent, to pay the rent in full or vacate the premises.
		3. Fourteen (14) day notice to vacate the premises for committing a waste upon the premises, setting up or carrying on any unlawful business, or permitting a nuisance on or about the premises.
		4. Resident(s) understand that a $50.00 fee will be charged for any notice posted other than to vacate.
1. EARLY TERMINATION

Resident agrees to occupy the said premises for entire term agreed to above. If Resident vacates premise prior to end of term for any reason, Resident will be charged an administration fee of $250.00 PLUS all costs necessary to re-rent the unit (including owners leasing fees and advertising costs), cost of cleaning and repairing damages to cause the premises to be in the initial condition, except for reasonable wear and tear, upon termination of this tenancy and vacating of residence.

1. HABITABILITY

In the event of a major repair that must be made to the premises necessitating work on the premise that does not allow the tenant to remain in the premises, the Owner/Manager has the right to terminate this lease immediately. Funds on account will be disbursed per the Rental Agreement. Habitability may be determined by the Owner/Manager, Fire Marshall, Police, Insurance Agent, or any other such qualified person. A habitability problem is defined, but not limited to, a fire, flood, major roof leak, major mold, force de majeure, acts of God, etc.

1. LIABILITY

Resident(s) agrees that loss, damage, or theft of personal property in the premises shall be at the risk of the Resident(s). Resident(s) further agrees not to hold the Owner/Manager liable in any matter for or on account of any loss or damage sustained by action of any third party, fire, theft, or the elements or for loss of articles from any cause, from said premises or any other part of said buildings. Neither shall the Owner/Manager be liable for any injury to the Resident(s), his family, guests, employees, or any person entering the premises, building, or property of which the premises is a part, unless caused by the negligence of the Owner/Manager, his agent, or employees in the operation or maintenance of the building or surrounding property containing the premises, and Resident(s) shall hold the Owner/Manager, his agent, or employees in the operation or maintenance of the building or surrounding property containing the premises, and Resident(s) shall hold the Owner/Manager harmless from any claims from such persons.

1. MAINTENANCE

Resident(s) shall maintain the overall premises, including but not limited to; parking area, and patio/lanai, including furnishings, appliances, floor coverings, and draperies in good order and in a clean and sanitary condition.

1. HOT WATER TANK TEMPERATURE

Hot-water tank located therein is set at the recommended 120 degrees (or the minimum setting if the dial does not go that low) at the time of occupancy. Centrally located hot-water heaters are exempt.

1. SMOKE AND CARBON MONOXIDE DETECTOR

Resident(s) acknowledge that there are\_\_\_\_smoke detection device(s) and\_\_\_\_carbon monoxide detectors located therein are in good working condition at the time of occupancy. The resident acknowledges they have been shown how the device(s) is tested and to be maintained. The Resident(s) agree to maintain the device(s) in proper working order at all times during the tenancy, and not to remove, disconnect or otherwise interfere with the device(s) and its operation except in the course of repair and maintenance, in which event it shall promptly be placed in proper working order. It is recommended that each device be checked monthly to see that it is in proper working condition. If devices are found in non-working order due to a dead battery, a battery will be replaced at the Resident’s expense plus a $25.00 maintenance service call fee.

1. MOLD AND WATER LEAKS

Molds are microscopic fungi that include mushrooms and yeast. Molds grow where there is moisture, water, high humidity, moisture content in materials, temperature, poor air circulation, light, and food. We can’t get rid of the food, but we can control the moisture. The key to mold control is moisture control. Moisture comes from everyday activities (e.g., bathing, cooking, etc.) and leaks into the home environment (e.g., plumbing leaks, building leaks, humidifiers, flooding, poor housekeeping, wet clothes, dryers vented indoors etc.). Moisture in the air will accumulate when there is not enough ventilation in the home and mold will grow on the damp surfaces.

Mold is everywhere, indoors and outdoors. It comes into the home through the windows, on clothes, pets, etc. Mold is a normal part of the air and normally causes no problems. It becomes a problem when it starts growing in the home. Example areas to be mindful of:

1. Single pane aluminum windows "sweating". It is important to not allow the water to stand on windows or sills. It is the tenant's responsibility to wipe down the window and window sill.
2. Watch for drywall tape loosening. Notify the Property Manager.
3. Watch for wood warping. Notify the Property Manager.
4. Cooking can cause excessive moisture. Use hood fan or window ventilation when cooking.
5. In the bathroom, wipe up water from shower or tub overspills. Ventilate or turn on bath fan for 20 minutes after bath or shower ends to avoid mold on bath ceiling and walls.
6. Place furniture 1-2 inches away from the walls to allow air circulation.
7. Turn air over in house at least once a day either with forced air furnace, opening windows and doors for a short period of time, or turning on fans for a short period of time.
8. If you have a furnace with filters, make sure that the filters are changed out frequently. If you have a forced air system, keep the air intake clean.

 If you allow mold or moisture to get out of control or damage property by not controlling small amounts or reporting it, **you will be held liable for the cleanup and damages to the property**. How to detect mold:

1. You can see it.
2. You can smell it (e.g., moldy, musty odor, etc.).
3. You see water stains or discoloration. This is not always an indicator of mold. It is only an indicator that at some time (to include the present) a condition has existed that could lead to mold growth.

 If mold is found in a **SMALL AREA** (fewer than three patches less than 10 square feet - about 3 feet by 3 feet), is a tenant responsibility. Chlorine bleach solution is used for bacteria not for mold. Bleach has a strong odor that prevents you from detecting a moldy smell if there is an ineffective clean up, the fumes can also be harmful to the residents and pets of the inhabitants. Also, just killing the mold is not enough, it must be cleaned up. Dead mold spores can still adversely affect residents.

 Equipment:

1. Safety glasses or goggles (e.g., the kind with no air holes is recommended)
2. A disposable dust mask (e.g., 3M 8210 or equivalent)
3. Household rubber gloves
4. Unscented detergent solution (non-ammonia) in hot water
5. Clean wet rag or stiff brush on uneven brick or concrete surface
6. Plastic garbage bag

 Procedure:

1. Infants and others that may be affected or sensitive to mold should be removed from the room, and adjacent rooms, with the mold.
2. Scrub with the detergent solution
3. Sponge with a clean wet rag and cold water
4. Dry quickly by venting the area, opening windows, running fans, etc.
5. Dispose of the contaminated equipment or thoroughly wash.
6. Do not vacuum. Although professional clean up involves the use of HEPA filtered vacuums, any vacuum cleaning will cause dust (to include HEPA type) and can spread the mold.

 If mold is found in a **MEDIUM / LARGE AREA**(areas larger than 10 square feet), notify the property manager in writing.

 REMEMBER TO SOLVE THE MOISTURE PROBLEM OR CONTACT THE PROPERTY MANAGER FOR ASSISTANCE.

1. ALTERATIONS

Resident(s) agrees to do no painting or other decoration on the premises, or make any alterations, changes or additions to fixtures and wiring without prior written consent of the Owner/Manager. Locks can only be added or changed by Owner/Manager; unauthorized change of locks will result in a locksmith charge to rekey.

1. ASSIGNMENT

Resident(s) shall not assign this agreement nor sub-let the premises or any part thereof without prior written approval of Owner/Manager.

1. ACCESS

Resident(s) shall allow the Owner/Manager access at all reasonable times to said premises for the purpose of inspection, or to show said premises to prospective purchasers and mortgages of the premises building, or any other person having a legitimate interest therein, or to make necessary repairs or improvements. The Owner/Manager shall, give the Resident(s) 48 hours written notice of his intention to enter the premises. Resident(s) agrees that in case of emergency or abandonment the Owner/Manager may enter the premises without consent of the Resident(s). The Owner/Manager shall, give the Resident(s) 24 hours written notice of his intention to enter the premises to show said unit to a potential resident and/or buyer. If Owner/ Manager is unable to gain access due to resident changing the locks without permission, Owner/Manager will hire a locksmith to re-key premises at the resident’s expense.

1. RE-RENTING

Resident(s) agrees that the Owner/Manager shall have the right to show said premises to prospective residents for a period of twenty (20) days prior to the expiration of tenancy. The Owner/Manager shall give the Resident(s) 24 hours written notice of his intentions to enter the premises.

1. REMOVAL OF PROPERTY AND ABANDONMENT

Resident(s) agrees that in the event of abandonment and accompanying default in rent, the Owner/Manager may immediately enter the premises and take possession of any property of the Resident(s) found therein. The Owner/Manager shall store same in a secure place and mail a notice to the Resident(s) last known address stating the location and address of stored property. After forty-five (45) days from the date of default in rent, and after a prior notice of such sale, the Owner/Manager may sell such property. Any excess income derived from the sale of such property shall be held by the Owner/Manager for the benefit of the Resident(s) for a period of one (1) year from the date of the sale, and if no claim is made or action commenced by the Resident(s) for the recovery thereof prior to the expiration of time, the balance shall be property of the Owner.

1. MILITARY CLAUSE/ GOVERNMENT ORDERS

If tenant is in military service, and is to be transferred to a permanent duty station greater than 50 miles outside the area, this lease may be terminated at the end of the last month of occupancy with immediate notice to the Owner/Manager and a copy of orders. If the transfer is less than twenty (20) days, tenant must provide a copy of orders no later than seven days after receipt. This does not include moving to Government Housing.

1. RULES AND REGULATION

Resident(s) agrees that the Owner/Manager may upon thirty (30) days written notice, make such changes or additions as deemed necessary to the terms of this agreement or to the policy stated herein, including increases or decreases in the amount of the monthly rent. All other provisions of this agreement shall remain in full force and effect regardless of any change in the policy or monthly rent. See Addendum A.

1. GOVERNMENT REGULATIONS

Resident(s) shall comply with all laws, ordinances, public rules, and governmental regulations applicable to said premises or the use thereof.

1. ATTORNEY’S FEES

Resident(s) agrees to pay all cost, expenses and attorney’s fees, as allowed by law, expended or incurred by the Owner/Manager by reason of any default or breach by Resident(s) of any terms of this agreement.

1. PETS

NO PETS of any kind are allowed by the resident or guests except by prior written permission of the Owner/Manager. Resident(s) must receive pre approval for any pets that they would like to add on to the lease at a later date. Any violation of this rule will result in termination of tenancy and/or a fine of $300.00.

1. INSURANCE

The Owner/Manager will not be liable or responsible in any way for the loss or damage to articles or property belonging to said Resident(s) or their guests. Resident(s) are responsible to maintain their own Renter’s insurance for their personal property and liability coverage for damage or fire caused by them or their guest’s negligence.

1. SOVEREIGNTY

If any provision of this agreement is determined by a governmental authority to be unenforceable, the unenforceability of the provision shall not make any other provision of the agreement unenforceable. The unenforceable provision shall be modified only to the extent necessary to make it enforceable if possible. Owner/Manager failure to exercise any provision of this agreement shall not waive the Owner/Manager’s right to do so.

1. CUSTOM CONDITIONS
	1. Specific Landscaping Considerations (if any):
	2. Insert Custom Conditions (if any)
	3. Insert Custom Conditions (if any)
2. ADDENDUMS

|  |  |  |
| --- | --- | --- |
| [x]  Addendum A: Rules & Regulations | [x]  Addendum F: Move-in Accounting | [ ]  Optional: Hot Tub Addendum |
| [x]  Addendum B: Crime & Drug Free | [x]  Exhibit 1: Unit Condition Report | [ ]  Optional: Co-Signer Addendum |
| [x]  Addendum C: Cleaning Checklist | [ ]  Optional: Pet Addendum | [ ]  Optional: Cable Addendum |
| [x]  Addendum D: Security Deposit | [ ]  Optional: Lead Paint Addendum | [ ]  Optional: Oil Furnace Addendum  |
| [x]  Addendum E: Optional Auto-Pay | [ ]  Optional: Fair Parking Addendum | [ ]  Optional: Satellite Addendum[ ]  Optional: Utilities Addendum |

(Addendums and other Exhibits immediately follow)

**ADDENDUM A**

*RULES AND REGULATIONS*

*OBLIGATIONS OF A RESIDENT*

1. GENERAL
	1. Cooperation: These rules and regulations are designed to help you and management maintain a quality living environment.
	2. New rules and regulations or amendments to these rules may be adopted by Owner/Manager upon giving (thirty) 30 days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Resident’s rights. They will not be unequally enforced. Resident(s) is responsible for the conduct of guests and the adherence to these rules and regulations at all times.
	3. The Owner/Manager is not responsible for fire, theft, damage, or loss to personal property etc. in the rental unit or any portion of the building surrounding grounds. Residents are advised to obtain their own insurance for personal property and liability.
	4. Office hours are 9:00 am to 5:00 pm Monday thru Friday.
	5. A cashier’s check or money order is required in lieu of cash.
	6. Screens: Owner/Manager is not obligated to provide window and/or door screens. If there are any presently installed, Owner/Manager has no obligation to maintain or replace them.
	7. Tenants must keep contact information up to date. This includes any home, work or cell phone numbers, mailing addresses, and email addresses. If any of this information changes, tenant must call Kalles Properties, Inc. to update information.
	8. Tenants are not to sublet the premises nor assign this lease or any part thereof without the prior written consent of Owner/Manager.
	9. If premise exists in a condominium or homeowners association, then the CC&Rs are considered part of this agreement and included as part of the rules and regulations.  CC&Rs are provided to Tenant in CD format at signing of agreement.
2. MAINTENANCE REPAIRS, AND ALTERATIONS:
	1. Condition of premises: Unless otherwise stated, premises are being leased to tenant “as is” with no agreement by Owner/Manager to upgrade the premises, other than required by law.
	2. Resident(s) shall maintain all appliances, furniture, and furnishings therein, and shall surrender the same at termination hereof, in as good a condition as received, normal wear and tear expected.
	3. Resident(s) shall be responsible for all repairs for damages caused by his/her negligence and that of his/her family or guests.

Resident(s) shall not remove any furnishings belonging to the Owner.

* 1. Resident(s) shall advise management in writing, of any items requiring repair (e.g., dripping faucets, light switches, smoke alarm(s), etc.) immediately, otherwise the resident will be required to pay for damages resulting from same. Notification should be immediate in case of an emergency or during working hours for normal problems. Repair requests should be made as soon as the defect is noticed.
	2. No alterations or changes of any fixtures or wiring are permitted.
	3. No satellite dishes, wires, aerials or antenna may be erected on the premises without prior written consent of the Owner/Manager.
	4. No alteration to entry door lock(s) will be permitted without prior written permission of the Owner/Manager.
	5. No painting of personal property or walls (i.e., interior or exterior) is permitted on the premises.
	6. No nails, screws, etc. may be placed in the walls or other interior/exterior surfaces nor may the walls or interior/exterior surfaces marked or marred by the resident.
	7. If tenant refuses admission to or fails to keep an appointment with a repair vendor, tenant can be held liable for damages and be charged a minimum $50.00 service fee.
	8. Tenants will be held responsible for all clogged drain and/ or sewer lines if determined to be due to tenant neglect.
	9. Tenants are responsible for all broken windows, no matter how they were broken.
	10. Tenants are not to intentionally or neglectfully destroy, deface, damage, impair, or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances.
1. CLEANLINESS AND TRASH
	1. All trash and garbage must be placed INSIDE trash receptacles and placed out of view from the street.
	2. Resident(s) shall maintain the premises in a clean, sanitary manner and free from objectionable odors.
	3. Resident(s) will not shake mops, clothing, curtains, etc. or throw anything out of windows or off balconies, or hang clothes from windows or balconies.
	4. If available, yard waste recycling is required on all units.
	5. Trash receptacles are to be inside the garage or screened from site except for on garbage pick-up day.
	6. Tenant will assume all costs of extermination and fumigation for infestations condoned by tenant.
2. SMOKING
	1. Kalles Properties, Inc. is a non smoking property management company. Smoking is prohibited on the property and, but not limited to, inside buildings, apartments, common areas, entryways, parking garages, patios and balconies. If resident(s) and or guests chose to smoke, they must step off the property at least 30 feet away from the building.
	2. A fine of $500.00 will be charged to the resident(s) **per smoking violation**. Resident(s) will also be responsible to pay for damages incurred on the property including, but not limited to carpet, flooring, paint, burn damages, clean up of exterior, etc.
3. LANDSCAPING/GROUNDS AND COMMON AREAS
	1. Resident(s) shall water and maintain any surrounding grounds, including shrubbery, and keep the same clear of rubbish, weeds, trash, inoperable vehicles, etc. If such grounds are a part of the premises and are exclusively for the use of the resident(s). Care of grounds includes: mowing, edging, fertilizing, weeding (e.g., flowers, shrubbery, lawn, etc.) and keeping any berry bushes cut back.
	2. All wheeled apparatus including bicycles, tricycles and motorcycles shall not be ridden across or parked on grass, planted areas, etc.
	3. Conducting any activities in the halls or around entry ways is prohibited.
	4. If yards and flower beds appear to be un-kept, tenant shall be charged to have yard professionally taken care of at the going rate.
	5. No firewood or wood piles shall be permitted without written consent from Owner/Manager.
	6. No garage sales are permitted without written consent from Owner/Manager.
	7. All holiday decorations must be removed within thirty (30) days of the holiday ending.
	8. Should garden hoses be hooked up to a property during the winter months, tenant will be held responsible for frozen pipes.
4. SAFETY
	1. Doors of resident(s) should be kept locked.
	2. When leaving for an extended absence, resident(s) should notify the Owner/Manager.
	3. Smoking in bed is prohibited (see section 4 above).
	4. The storage of gasoline, cleaning solvents, or other fire hazards/combustibles shall not be kept in bulk on the premises.
	5. The use of charcoal/gas barbecues is prohibited on balconies/lanais unless consent is obtained from the Owner/Manager.
	6. No personal belongings, such as bicycles or play equipment, may be placed in halls, stairways, or about the building, except in designated storage areas.
	7. Swimming pools/wading pools must be supervised by an adult at all times. If the pool is not in use, it must be drained. If the pool is larger than approximately 5 feet in diameter, approval is required from Owner/Manager. If found unattended, the owner of the pool will be fined $50.00 and the pool will be confiscated.
	8. No trampolines, swing sets, or other related equipment is allowed unless written permission is given to tenant by Kalles Properties, Inc.
	9. No fireworks allowed on any property managed by Kalles Properties, Inc.
	10. Tenants must properly use and operate all electrical, gas, heating, plumbing, facilities, fixtures, and appliances.
	11. No weapons of any kind are allowed on the premises without written approval from the Owner/Manager.
5. WATERBEDS AND OR LIQUID FILLED FURNITURE:
	1. No waterbeds or liquid filled furniture will be allowed without prior written consent from Owner/Manager PLUS a copy of a current insurance policy covering waterbed and/or liquid filled furniture.
	2. Fish tanks over five (5) gallons are not allowed without prior written consent of the Owner/Manager.
6. NOISE AND CONDUCT:
	1. Resident(s) shall not make or allow any disturbing noise by Resident(s), family, or guests which will interfere with the rights, comforts, or conveniences of neighbors or other persons.
	2. All musical instruments (e.g., piano, radio, television, stereo, etc.) are to be played at a volume which will not disturb adjoining residents. Consideration of your neighbors will be appreciated.
	3. The activities, noise, and conduct of Resident(s), Residents family or guests and minor children of Resident or guests, outside of the dwelling, on common grounds, parking areas, or any recreation facilities must be reasonable at all times and not annoying or disturbing to others.
	4. No lounging, visiting, or loud talking that may be disturbing to other residents will be allowed in the common areas between the hours of 9:00 pm to 8:00 am, or otherwise posted.
	5. No teaching of music, vocal or instruments, is permitted.
	6. Tenant shall not use premises for any purpose other than that of a residence and shall not use the premises or any part for any illegal purpose. Tenants agree to conform to municipal, county, and state codes, statutes, ordinances and regulations concerning the use and occupation of the premises. Tenant shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes statutes and regulations governing maintenance operation of said premises.
7. LAUNDRY EQUIPMENT:
	1. Time for use of laundry rooms (where applicable) will be designated by the Owner/Manager. Washing machines, dryers, and laundry tubs must be cleaned after using. All other posted rules must be observed.
	2. Washers and dryers, where provided, are for the convenience of the residents. Acquaint yourself with the operations of machines and clean after each use.
	3. No dyes of any type are permitted in the machines
8. PARKING
	1. No automobiles, trailers, boats, motorcycles, campers, or other motorized vehicles shall be stored or repaired on the Premises. Recreational vehicles, trailers, boats and inoperable or unlicensed automobiles may not be parked or stored on the Property, unless registered with the Owner/Manager and parked in specified areas only. Current tabs must be displayed on the plate as required by law. Changes in vehicles or license numbers must be registered immediately.
	2. All inoperative vehicles will be removed from the premises at the Resident’s expense after posted notice by management on the vehicle. Owner/Manager shall have the right to remove any vehicles from the premises which are deemed by Owner/Manager to be unsightly or constitute a hazard or nuisance after placing notice on the vehicle. This includes, but not limited to, vehicles that block or make it difficult for another vehicle to enter or exit, vehicles parked in a specified no-parking zone or fire lane, and vehicles blocking access to dumpster or garbage cans. Removal shall be paid at the expense of the owner of the vehicle.
	3. Residents and their guests are required to adhere to all parking regulations. Failure to do so will be construed as illegal parking and may result in the vehicle being towed away at vehicle owner’s expense.
	4. Each Resident is to use the parking space(s) assigned to and respect the parking regulation. Failure to do so will be construed as illegal parking and such vehicles may be subject to being towed away at the Resident’s expense. This includes taking up more than one parking space and parking in a designated handicapped space. This applies to Resident’s guests as well. Please inform your guests where they may park while visiting.
	5. No vehicles are to be dismantled or placed on blocks, jacks, or have the wheels removed on the premises.
9. MOVE-IN / MOVE-OUT
	1. Responsibility for any damage incurred by the Resident(s), guests, movers, or employees carrying articles in or out shall be paid for by the Resident(s).
	2. If residence is an apartment, duplex, or any other multifamily housing unit, moving is not allowed between the hours of 8 p.m. and 7 a.m. due to noise.
10. PETS
	1. Dogs, cats, or other pets are prohibited without prior written consent of the Owner/Manager.
	2. Any illegal pet(s) found on the premises will incur a fine of $300.00 per pet. If pets are allowed on the premise, the tenant must apply to have the pet approved, and also pay the non refundable $250.00 pet fee along with the illegal pet fine. If pets are not approved or allowed on the premise, the tenant must get rid of the pet immediately.
11. SMOKE AND CARBON MONOXIDE ALARM/DETECTOR:
	1. RESIDENT(S) SHALL BE RESPONSIBLE FOR TESTING THE SMOKE AND CARBON MONOXIDE ALARM/DETECTOR AND REPORTING ANY MALFUNCTION TO THE OWNER/MANAGER IMMEDIATELY.
	2. Maintenance Personnel and Contractors hired by Kalles Properties, Inc, by the Owner, or by the Property Manager on all visits and/or Inspections during tenancy will check smoke and carbon monoxide alarms and fire extinguishers and smoke alarms with missing covers and/or missing or bad batteries will be replaced or repaired at the tenant’s expense of a $25.00 maintenance service call fee, along with the cost of the battery.
12. PARKING: Tenant is allowed the following: «Cvu\_Garage\_\_\_Parking». All vehicles must be in running order parked on the premises. Reference Section 10 above for more specific parking information. Parking spaces are assigned as followed:

[ ]  Assigned insert number of spaces space(s) designated as: insert parking area description

[x]  Unassigned

[ ]  Not applicable

1. INVENTORY (not limited to):

[x]  «Cvu\_Appliances\_Included»

[x]  Stove

[x]  Refrigerator

[x]  Dishwasher

[x]  Window Coverings

[ ]  Washer and Dryer

[ ]  Microwave

[ ]  Trash Compactor

[ ]  Garbage Disposal

[ ]  Other: specify

[ ]  Other: specify

[ ]  Other: specify

\* NOTE: As part of your application packet you will receive a Tenant Handbook on CD-ROM. If desired, this Tenant Handbook can be made available to you in printed form. Additionally, on the CD-ROM will be other important information regarding your tenancy.

**ADDENDUM B**

*CRIME & DRUG FREE*

1. Illegal Drugs: Tenant hereby agrees to keep the premises free of illegal drugs during the term of Tenant’s tenancy. Tenant agrees that illegal drugs will not be used, stored, manufactured, or kept on the Premises by the Tenant, any family member residing on the Premises, any guest, or invitee during the term of the Agreement. Tenant will use best efforts to keep the Premises “drug-free” at all times.
2. Substance Abuse: Tenant agrees that Tenant, any family member residing on the Premises, any guest or invitee shall not use controlled substances (including alcohol and prescription medications) in a manner that will either:
	1. Disturb the peace and quiet enjoyment of other Tenants or neighbors to the Premises; or
	2. Endanger the health, safety, or well-being of Tenant, any family member residing on the Premises, or any guest or invitee.
3. Illegal Gang Activity: Tenant agrees that Tenant, any family member residing on the Premises, or any guest or invitee shall not be a member of an illegal gang, nor shall Tenant, any family member, any guest or invitee engage in any gang-related activity on the Premises during the term of this Agreement. For purposes of this Addendum, the term “illegal gang” refers to a group or member of a group, of people involved in organized illegal activity or anti-social behaviors.
4. Tenant agrees that violation of any of the above terms constitutes a nuisance and is grounds for eviction and/or other legal action by the Landlord.

All other terms of the Rental Agreement are hereby affirmed. The tenant acknowledges that they have read and received a copy of this agreement.

**ADDENDUM C**

*CLEANING CHECKLIST*

The condition of the rental at the time of vacating shall be inspected by the Landlord/Agent, which has the final authority to determine how much of the deposit shall be refunded in accordance with the conditions set forth in the Agreement. Any disputes with the refund or security must be made in writing. Telephone calls, other than to set an appointment time, will not be acceptable. Additional tips, tricks, and cleaning lists can be found in the Tenant Handbook provided to you.

**Carpets and/or drapes must be professionally cleaned (BY LANDLORD / AGENTS CHOICE OF COMPANY) and proof submitted when keys are turned in. If you have a pet, professional de-fleeing must also be done with proof submitted. (BUSINESS CARD PROVIDED WHEN NOTICE IS GIVEN). If you have a chimney a professional cleaning and inspection is required too.**

|  |  |  |  |
| --- | --- | --- | --- |
| **1.** | **Refrigerator: \*NOTE: DO NOT TURN OFF** | **6.** | **Bedrooms & Den:** |
| **[ ]**  | Wash inside & outside of refrigerator with warm water. | **[ ]**  | Clean closet shelves |
| **[ ]**  | Take out vegetable trays/racks, wash, dry, replace | **[ ]**  | Wash windows, sills, blinds or prof. clean drapes |
| **[ ]**  | If needed defrost freezer/ wipe out with warm water. | **[ ]**  | Vacuum and professionally clean carpet |
| **[ ]**  | Move refrigerator out from wall and clean underneath | **[ ]**  | Wash all light fixtures and replace dead light bulbs |
| **2.** | **Stove:** | **7.** | **Bathrooms:** |
| **[ ]**  | Remove racks/broiler pan, clean, dry well. | **[ ]**  | Clean bathtub, tile around the tub, sink, door |
| **[ ]**  | Clean oven: inside, stove top, drip pans, etc | **[ ]**  | Clean all light fixtures and replace dead light bulbs |
| **[ ]**  | Wash and dry outside of stove. | **[ ]**  | Clean the inside and outside of toilet |
| **[ ]**  | Do not use foil on drip pans or bottom of stove. | **[ ]**  | Clean the inside of medicine cabinet |
| **[ ]**  | If it is **self cleaning** oven, DO NOT use oven cleaner | **[ ]**  | Wash mirror, clean fan |
| **3.** | **Cabinets & Drawers:** | **[ ]**  | Scrub vinyl floor |
| **[ ]**  | Wash cupboards inside and out. | **[ ]**  | Wash windows, sills, blinds or prof. clean drapes |
| **[ ]**  | Wipe out drawers with damp rag | **8.** | **Miscellaneous:** |
| **[ ]**  | Clean sink and counter tops well | **[ ]**  | Wash inside and outside of front & back doors |
| **4.** | **Miscellaneous In & Near Kitchen:** | **[ ]**  | Wash windows, sills, blinds or prof. clean drapes |
| **[ ]**  | Wash all light fixtures in warm water | **[ ]**  | If applicable: proof of professional sweep required |
| **[ ]**  | Replace any burnt out bulbs | **[ ]**  | Notify utility companies |
| **[ ]**  | Clean inside and out of dishwasher | **[ ]**  | Remove all debris, rubbish and garbage from house |
| **[ ]**  | Clean fan | **[ ]**  | Return keys to management office |
| **[ ]**  | Wash windows, dust window sills | **[ ]**  | Garage door openers can be left in the home |
| **[ ]**  | Wash kitchen floor, including under appliances | **[ ]**  | Professional de-flea treatment for carpet if you have pets |
| **5.** | **Living Room, Dining Room, Family Room:** | **[ ]**  | Professional cleaning of chimney, if property includes one |
| **[ ]**  | Wash windows, sills, blinds or professional clean of drapes | **[ ]**  | Give management your forwarding address in **writing** |
| **[ ]**  | Clean light fixtures, replace dead light bulbs. | **[ ]**  | Other: Specify |
| **[ ]**  | Professionally clean all carpets. See above. | **[ ]**  | Other: Specify |
|  |  | **[ ]**  | Other: Specify |

**ADDENDUM D**

*SECURITY DEPOSIT AGREEMENT*

Terms and conditions under which the deposit or portion thereof may be withheld by the Owner/Manager upon termination of the Agreement.

Receipt of $«Deposit\_1\_Amount\_Numeric» is hereby acknowledged as a cleaning, damage and security deposit which is subject to the following terms and conditions:

1. CLEANING

A charge, at current rates will be made for any time required to clean the Premises after it is vacated. Also, there will be a charge of $25.00 per invoice for a service coordination fee for Kalles Properties, Inc. ***A cleaning list will be attached to the lease for tenant to reference upon move out.*** In addition, reference the Tenant Handbook.

1. DAMAGE

A charge will be made for the cost of restoring the rental unit to its present condition and for any damage incurred during this tenancy, normal wear and tear excepted. All carpets are to be professionally cleaned at the end of tenancy at tenants cost. **Company to be chosen by property Owner/Manager**. Also, there will be a charge of $25.00 per invoice for a service coordination fee for Kalles Properties Inc.

1. UTILITIES

Security deposits refunded only after all utilities are paid and receipted to Property Manager.

1. SECURITIES
	1. Month to month agreement. Tenant to notify Owner/Manager in writing of intent to vacate. Said notice to be received by Owner/Manager at least twenty (20) days before next rental due date. Failure to do so will result in rent charged for the following month. Credit will be given for any portion of said month that unit was re-rented.
	2. When the tenancy is for a term greater than month to month the tenant shall be liable for total deposit plus for the lesser of the following:
2. The entire rent for the remainder of the term or,
3. All rent accrued during the period reasonably necessary to re-rent the premises, plus actual costs incurred by the landlord in re-renting the premises, (such as advertising) showing time, etc.
4. Rent owing at end of tenancy. Tenant will be charged for any rent owing at the end of the lease or rental agreement.
5. EXCESS CHARGES

If the above charges exceed the amount of the security deposit, due to damages incurred, tenant agrees to reimburse Owner/Manager for said amount. Exhibit 1, Unit Condition Report documents the condition of the unit at the time of move in. If there are damages beyond normal wear and tear upon move out, tenant will be charged to fix damages.

1. REFUND

The Owner/Manager agrees to refund any monies due the tenant, subject to the above terms, to his/her last known address, per WA RCW Laws after termination, together with a statement for any funds withheld.

1. DEPOSITS

The Owner will hold in trust enough funds to cover tenant deposits. Owner/Manager will collect and disburse security deposits from operating funds. Such funds held at Wells Fargo Bank. Any interest monies earned by the agent in maintaining any trust accounts, shall be retained by the agent to cover banking and other expenses of the account.

The tenant acknowledges that he/she has read and received a copy of this agreement.

**ADDENDUM E – OPTIONAL**

*TENANT AUTO – DEBIT RENT PAYMENT PROGRAM (ACH FORM)*

We are pleased to offer you an Auto-Debit Rent Payment Program for your rental payments. Now you can conveniently have your monthly rental payment debited automatically from your checking or savings account. And, you won’t have to change your present banking relationship to take advantage of this service.

**Advantages of participating in the auto debit plan:**

* Ensure your rent payments arrive on time, and reduce the chance of incurring a late fee.
* Reminder: We DO NOT waive late fees.
* Eliminate risk of lost or misplaced checks.
* Payment is made automatically, there is no remembering involved.
* This is controlled by YOU. It can be stopped at anytime via online portal.
* Avoid costs of postage, and the drive time of going to the post office

**Here’s how the auto debit plan works:**

Scheduled rent payments will be taken out on the **first (1st) business day after the third (3rd)** of each month. The funds will be taken out of your choice of a checking or savings account. Then, just sit back and relax. Proof of payment will appear in your Online Resident Portal. The auto debit plan is dependable, flexible, convenient and easy, and you are always in control.

|  |  |
| --- | --- |
| **Financial Institution / Account Information** |  |
| **Name** |  | **Branch** |  |
| **City** |  | **State** |  | **Zip**  |  |
| **ABA No.** |  | **Account No.** |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **[ ]**  | **Individual/Personal** | [ ]  | **Business** |

**Account Type:**

|  |  |  |  |
| --- | --- | --- | --- |
| **[ ]**  | **Checking** | [ ]  | **Savings** |

**Account Make:**

**Effective/Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (The first date we pull electronically from account)

I authorize Kalles Properties Inc. (d/b/a Compass Property Management) to initiate electronic debit entries from my checking or savings account utilizing the automatic clearing house (ACH). I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

|  |  |
| --- | --- |
|  |  |
| Print Name | Signature | Date |



**ATTACH VOIDED CHECK HERE**

## ADDENDUM F

## *MOVE-IN ACCOUNTING*

Tenants: «Tenants\_Singleline»

Property Address: «Address\_1», «City», «State» «Zip»,

|  |  |  |
| --- | --- | --- |
| **Item** | **Amount Due** | **Date Paid** |
| Rent from (insert Date) thru (insert Date) | $«Rent\_Amount\_Numeric» |       |
| Security Deposit: | $«Deposit\_1\_Amount\_Numeric» |       |
| Pet Fee (Non-Refundable): | $      |       |
| Pet Deposit: | $      |       |
| Oil Deposit: | $      |       |
| Screening Fee: | $      |       |
| Other Deposit: Specify | $      |       |
| Optional: First Month’s Utilities | $      |       |
| Other: Specify | $      |       |
| Last's Month's Rent: | $      |       |
| **TOTAL** | $      |       |
| **Balance Due on Signing** | $      |       |

**NOTE**: Pro-rated rent, and when applicable pro-rated utilities, in the amount of $0.00 is due and payable to Kalles Properties Inc. on or before Noon on Date (e.g., # of days (based on 30 day month) x $ amount per day). The prorated rent, if applicable, shall consist of the number of days from the date of move-in to the start of the lease, this amount is calculated as a daily rent amount based upon the number of days in that month. The pro-rated rent is done as a courtesy and is not part of the lease term; the contracted lease will begin on the first day of the next month and exist for the number of months specified above. Pro-rate utilities are determined using the same calculation as pro-rated rent. Upon move-in first month’s rent in its entirety will be due, plus when applicable first month’s utilities, and the pro-rated rent and pro-rate utilities, being due the second month of tenancy in lieu of the normal rent amount.

(SIGNATURE PAGE FOLLOWS)

|  |
| --- |
| SIGNATURE PAGE |
| In Witness whereof the undersigned Residents certify they have legal capacity to enter into the enforceable contract and that they have read same and fully agree to the above terms and conditions.  |
| OWNER/ MANAGER |  | RESIDENT(S) |  |
| Print Name: |  | Resident 1 Print Name: |  |
| Signature: | Date: | Signature: | Date: |
|  |  | Resident 2 Print Name: |  |
|  |  | Signature: | Date: |
|  |  | Resident 3 Print Name: |  |
|  |  | Signature: | Date: |
|  |  | Resident 4 Print Name: |  |
|  |  | Signature: | Date: |