

LEASE AGREEMENT

Dated: _____

THIS LEASE made and entered into this date by and between:

1. **LESSOR:** _____

2. **LESSEE:** _____

For the leasing of the following leasehold premises.

3. **LEASEHOLD PREMISES:** Located at:

_____, WA (Premises), legally described as:

Situate in the County of Whatcom, State of Washington.

Subject to: The covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

4. **TERM:** The term of this Lease commences on the date of execution of this Lease and shall terminate upon the death of the Lessee, _____ or upon the occurrence of any of the following events:

1) The abandonment of the Premises for a period of three (3) consecutive months, as shown by clear and convincing evidence pursuant to Washington State Law, after the failure of the Lessee to cure a notice of abandonment as set forth in Paragraph 21; or

2) The failure of the Lessee to make any payment listed Paragraph 5 after the failure of the Lessee to cure any default in payments as set forth in Paragraph 21.

5. **RENT/EXPENSES:** Lessee will not be required to pay a monthly rent to the Lessor each month; however, in consideration of Lessor entering into this Lease, Lessee shall make the following payments directly to each provider/entity/jurisdiction as each payment becomes due:

- 1) All taxes, property insurance premiums, debt service, homeowners' association dues and fees, and the expense of delivery of water, electricity, gas, propane, sewer and garbage collection services to the Premises; and
- 2) The expense of maintaining the entire Premises and all appliances.
6. **ASSIGNMENT AND SUB-LETTING:** Lessee shall not assign this Lease or sub-let or grant any license to use the Premises or any part thereof. Any assignment, sub-letting or license shall be absolutely null and void, considered an abandonment pursuant to Paragraph 4 and shall terminate this Lease.
7. **SECURITY DEPOSIT:** Lessee is not required to pay any security deposit upon taking possession of the Premises.
8. **MAINTENANCE OF PREMISES:** Lessee shall maintain the entire Premises in good condition and repair and shall not cause any waste to the Premises or commit any nuisance. Lessee shall be solely responsible for any and all expenses related to maintaining the Premises throughout the term of this Lease. It is mutually agreed between Lessee and Lessor hereto that the Lessor shall not be liable for any damage of any kind whatsoever, or by whomsoever cause, to personal property of the Lessee or to anyone on or about the leasehold Premises by consent of the Lessee, however caused; and the Lessee agrees to hold the Lessor harmless against all such damage claims, unless it can be clearly proven that it was caused by the agent, servant or employee of the Lessor. Lessor shall not be liable for any break-in, burglary, or robbery.
9. **PREMISES USE:** The Premises shall only be used by the Lessee as a private dwelling only and for no other purposes. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.
10. **LESSEE CAUSED DAMAGES:** Lessee shall not intentionally or negligently destroy, deface, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, or permit any member of his family, invitee, licensee or any person acting under his control to do so. In the event the Premises are rendered untenable in whole or in part by fire, the elements, or other casualty, Lessee shall be responsible for restoring the Premises.
11. **IMPROVEMENTS:** Lessor may make improvements to the Premises at Lessor's own expense if Lessor chooses to make said improvements. Lessee may also make improvements to the Premises at Lessee's own expense if Lessee chooses to make said improvements. Such improvements shall satisfy any and all building governmental building codes and governmental standards necessary for construction. If and when improvements are made by the Lessee, the Lessee shall allow no lien to be placed against the Premises and Lessor shall in no manner be held liable for the same. Lessee shall secure any and all government permits and consents required in connection with Lessee improvements. All alterations or improvements made by the Lessee shall be the property of Lessee and shall remain upon the Premises at the termination of this Lease.

12. **INSURANCE:** In addition to Lessee paying for the property insurance premiums pursuant to Paragraph 5, Lessee shall obtain renter's insurance for the Premises covering all of Lessee's personal property at the Premises, liability coverage with \$100,000.00 limits with complete fire coverage.
13. **INDEMNITY:** Neither Lessor shall be liable for any injury or damage to persons or property sustained by Lessee or others in or about the Premises. Lessee shall defend and hold Lessor and its agents harmless from any claim, action and/or judgment for injury or damage to persons or property suffered in or about the Premises by any person, firm or corporation, except to the extent caused by Lessor's negligence or willful act.
14. **EMINENT DOMAIN:** If the whole of the Premises shall be taken by any public authority under the power of eminent domain, or purchased by the condemnor in lieu thereof, then the term of this Lease shall cease as of the date possession is taken by such public authority. In the event of any such taking, whether whole or partial, Lessor shall be entitled to any and all awards, settlements, or compensation which may be given for the Premises. Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease, but may prosecute any claim it may have directly against the condemnor.
15. **LESSOR LIABILITY:** The Lessor shall not be liable to the Lessee, his/her family, invitees, agents, employees, or guests for any damage to persons or property caused by act or omissions of Lessees or other persons, nor shall Lessor be liable for losses or damage from theft, fire, water, rain, storm, explosion, sonic boom, or other cause whatsoever; nor shall Lessor be liable for losses or damages from failure, interruption or malfunction in the utilities provided to Lessee. Further, Lessor shall not be liable for any defects in the premises or damage caused by such defects, if the defects are unknown to the Lessor.
16. **LESSOR ENTRY/INSPECTION RIGHTS:** The Lessee shall not unreasonably withhold consent to the Lessor to enter the premises in order to inspect the premises or make any improvements.
17. **SUBORDINATION:** This Lease is subordinate to the lien of any mortgages or deeds of trust which are now or hereafter placed against the real property of which the Premises are a part, and to all renewals and modifications, supplements, consolidations and extensions thereof; provided, however, in the event any mortgagee or beneficiary shall elect to subordinate its lien to this Lease, Lessee reserves the right to subordinate said mortgage lien to this Lease upon the terms required by such mortgagee or beneficiary.
18. **WAIVER:** Waiver by the Lessor of any breach of any covenant or duty under this lease is not a waiver of a breach or any other covenant or duty by the Lessee, or of any subsequent breach of the same covenant or duty.
19. **LIENS AND INSOLVENCY:** Lessee shall keep the Premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee and shall hold Lessor harmless from the same.

If Lessee shall be declared insolvent or bankrupt, or if any assignment of Lessee's property shall be made for the benefit of the creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any court of law, or a trustee in bankruptcy, or if a receiver be appointed for the property of Lessee, whether under operation of the State or the Federal statutes, then Lessor may terminate this Lease.

- 20. SUBROGATION WAIVER:** Lessor and Lessee each herewith and hereby release and relieve the other and waive any right against the other for loss or damage arising out of or incident to fire, water damage, explosion, earthquake, or any other perils covered by the insurance required to be carried under this Lease which occurs in, on, or about the Premises, whether due to the negligence of either party, their agents, employees or otherwise.
- 21. TRUST AGREEMENT:** This Lease is made pursuant to the _____ Trust dated _____, which is fully incorporated by reference into this Lease. Lessee agrees to comply with all provisions in the Trust agreement. By executing this Lease, Lessee acknowledges that he has received a copy of the Trust agreement. If any provision in this Lease is inconsistent with the aforementioned Trust agreement, then the Trust Agreement shall control.
- 22. DEFAULT AND NOTICE TO CURE:** If Lessee abandons the Premises for a period of three (3) consecutive months, as shown by clear and convincing evidence pursuant to Washington State Law, Lessor shall serve a Notice of Abandonment to Lessee and provide Lessee with sixty (60) days to cure the abandonment. If Lessee fails to cure the abandonment, this Lease shall terminate and Lessor may retake possession of the Premises.

If Lessee fails to timely make any payment listed Paragraph 5, Lessor shall serve a Notice of Default to Lessee and provide Lessee with sixty (60) days to cure the default. If Lessee fails to cure the default, this Lease shall terminate and Lessee shall vacate the Premises and relinquish possession of the Premises to Lessor. Lessee shall be liable to Lessor for any amounts owed under this section.

Notwithstanding any provision in this Lease, if Lessee fails to perform any of the covenants and agreements herein contained, it shall constitute a breach hereof and Lessor may take any action allowed under the laws of the State of Washington to remedy said breach.

- 23. TERMINATION:** Upon termination of this Lease pursuant to any provision herein, Lessee shall vacate the Premises and relinquish possession of the Premises to Lessor. If the termination is due to the death of the Lessee, the personal representative of Lessee's estate shall vacate the Premises and relinquish possession of the Premises to Lessor.
- 24. NOTICE:** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently served if served in person or mailed by U.S. First Class Mail and certified mail as addressed below. ADDITIONALLY, any notice served shall also be posted on the front door of the Premises.

If to the Lessor:

If to the Lessee:

- 25. **ATTORNEY FEES AND COSTS/VENUE:** If, by reason of any default or breach on the part of either party in the performance of this Lease, a legal action is instituted, the losing party agrees to pay the prevailing party all reasonable costs and attorney fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Lease shall be commenced and maintained in _____ County, Washington.
- 26. **RECORDING OF LEASE:** This Lease shall be recorded by the Lessor with the _____ County Auditor’s Office.
- 27. **ENTIRE AGREEMENT.** This Lease with written addendums hereto represents the entire agreement between Lessor and Lessee and no other representations shall be binding or valid. Any modification to this Lease must be in writing and executed by Lessor and Lessee. If any term, conveyance, or condition of this Lease is found to be void or unenforceable by reason of law the remaining portions of this Lease shall sever and survive, remaining in full force and effect.
- 28. **ADDENDUMS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**
 - a) Smoke Detector Acknowledgement
 - b) Carbon Monoxide Addendum
 - c) Mold Addendum and WSDOH Information
 - d) Lead Paint Disclosures and EPA Pamphlet

Lessor and Lessee have read the provisions above, understand its contents and agree to all provisions:

LESSOR:

LESSEE:

Date

Date

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 202_.

Print Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 202_.

Print Name: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires: _____