



TERM RENTAL CONTRACT THAT REVERTS TO A MONTH TO MONTH CONTRACT THEREAFTER

Revised 12/2006

THIS AGREEMENT entered into this date by and between ... "OWNER", by PRODIGY HOME SALES, "AGENT" whose address is 605 E Holland Ave. Suite 106, Spokane WA 99218 and phone # (509) 466-7747 and ... "TENANT/S".

IN CONSIDERATION OF THEIR MUTUAL PROMISS AGREE AS FOLLOWS:

- 1- PRIMISSES: Agent rents to the tenant/s and tenant/s rent from the Owner/Agent the premises. Commonly known as: ... unit # ... With a mailing and billing address of ... SAME ...
2- TERM OF TENANCY: Tenant/s agree to lease said premises for a minimum term of ... YEAR ... MONTHS ... and automatically thereafter, this contract will be renewed for an additional term equal to the first term with the same terms and conditions of the original term unless otherwise decided and placed into writing and signed by both Agent and tenant/s. Notice to vacate or change term lease to month to month must be given to the Agent in writing no less than twenty (20) days prior to conclusion of term lease.
3- RENT: Rent is due in advance on the 1st day of each month, at \$... per month, beginning on ... 20 ...
4- UTILITIES: tenant/s shall pay for all utilities made payable by or predicated upon occupancy of tenant/s in all single-family units. Multiple units will have City utilities provided including a refuse container adequate for the size of the multiple unit complex. Tenants will be charged equally for any/all excess refuse charges.
5- SECURITY, CLEANING AND DAMAGE DEPOSIT (SCDD): tenant/s shall deposit With Agent, as a combined security, cleaning & damage (SCD) deposit, in the amount of \$... payable prior to occupancy. Agent may claim/withhold of the SCD deposit only such amounts as are reasonably necessary to remedy tenant/s defaults. NO later than two weeks (14 days) after the termination of the tenancy and vacation of the premises by the tenant/s, the agent shall furnish the tenant/s with an itemized written statement of the basis for, and the amount of, any amounts withheld and shall return any remaining portion of the SCD deposit to the tenant/s. All deposits will be held in agents interest bearing account at; ... INB BANK Chapter 59.18 Revised Code of Washington (RCW) provides for the landlord to retain any interest earned on deposit.
6- TENANTS AND OTHER OCCUPANTS: Premises shall be occupied only by the following named occupants: ... Occupancy by anyone else other than the persons named above for any reason without the written consent of the agent will constitute a breach of this agreement.
7- AGENCY: Prodigy Home Sales & Property Management, acts solely as an agent for the owner and is not representing the tenant/s in the execution of this agreement. tenant/s acknowledges receipt of this notice of

agency both orally and in writing and has received the pamphlet titled (The Law of Real estate Agency and further, Prodigy Home Sales & Property Management, does not own the premises.

8- PAYMENTS TO BE MADE PRIOR TO OCCUPANCY:

ITEM	AMOUNT
One months rent	\$ _____
Last months rent	\$ _____
Total Deposit	\$ _____
Damage portion	\$ <u>AS NEEDED</u>
Cleaning portion	\$ <u>AS NEEDED</u> Non-refundable
Pet deposit	\$ _____
Total amount collected prior to occupancy	\$ _____
Refundable at time of vacation with no damage or charges incurred	\$ _____

Pro-rated Move-in	
Date of move-in	_____
Number of days remaining	_____
At a rate of	\$ _____
Total Pro-rated rent	\$ _____

Tenants/ understand that pet deposits are refundable if no damage and/or odor are present in the home or on the property as a result of tenant/s pet or any pet on the property as a result of the tenant/s actions or the invitation or at tenant/s request.

9- ASSIGNMENT & SUBLETTING: No portion of the premises shall be sublet nor this agreement assigned without the express written consent of the agent. The tenant/s shall pay the agent a fee equal to one-half of one months rent with a minimum of \$ 500.00 for the agents professional services in subletting or assigning this agreement in addition to any other amounts provided by law.

10- JOINT & SEVERAL LIABILITY: The undersigned tenants, whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this rental agreement, and shall indemnify owner and agent for liability arising prior to the termination of this rental agreement for the personal injuries or property damage caused by or permitted by the tenants, their guests and or invitees. This does not waive agent's duty of care to prevent personal injury or property damage where that duty is imposed by law.

11- PAYMENT OF RENT: Rents shall be paid by check, cashiers check or money order. Checks shall be made payable to agent. Post-dated checks and two-party checks will not be accepted. If payment is by check, the check must be in the name of one of the signers of the rental agreement. Only ONE check will be made accepted from each property.

12- LATE RENTS: rents are due on the 1ST day of each month. rent is LATE if it is not received in agent's office by 5:00P.M. on the 1st day of the month. Tenant agrees to pay a late fee of 10 PERCENT of one months rent with a minimum of \$50.00 for rents received in agent's office after 5:00 P.M. on the 5th day of the month. merely depositing rent in the mail prior to the 1st day of the month IS NOT considered timely payment. tenant/s shall be responsible for any and all delays in delivery by third parties (i.e. US Post office, friends, relatives, ect).

13- DISHONORED CHECKS: NO PERSONAL CHECKS ACCEPTED

13- APPLICATION OF FUNDS: Monies paid by the tenant/s shall be applied in the following order: 1)

- 15- PETS: Without agent's prior written permission, no bird or animal shall be kept or allowed in or about said premises except (SEE PET ADDENDUM). The SCD deposit is increased by (SEE PET ADDENDUM).
- 15.1 PROPERTY CONDITION REPORT: The agent shall prepare and complete a property condition report for the tenant/s prior to occupancy. The property condition report shall note all existing defects and deficiencies at the unit existing prior to the tenant/s taking possession. the tenant/s shall have seven days (7) from the date of this agreement to return to the agent a written list of additional items the tenant would like noted. these additions are subject to conformation by the agent. this same condition report will used to determine charges, if any, to the tenants/s upon termination of tenancy and vacation of the property to determine tenant/s charges for any/all damages that exceed normal wear and tear as provided by law.
- 16- KEYS & GARAGE DOOR CONTROLS: Agent shall retain a set of keys to the premises. Tenant/s may not change locks without agent's prior written approval and tenant/s shall provide new keys to the agent within (5) days or pay a cost of a lock smith to make a set of keys. tenant/s hereby accept _____ house keys, _____ garage door controls, _____ garage door keys, _____ mailbox keys, _____ pool keys, and _____ laundry room keys. Should keys not be turned in the day of vacating the property, tenant/s agree to pay \$15.00 for each key not returned. Garage door controls must be returned in good working order or tenant/s will be charged \$60.00 per control unit not turned in or turned in not working for any reason other than dead batteries. tenancy shall not be deemed terminated or the property vacated until tenant/s deliver all keys and controls to the agent at 4429 W Wellesley Ave, Spokane WA 99208.
- 17- TENANTS RESPONSIBILITIES FOR CARE OF THE PREMISES: tenant/s shall:
- 18-1 Keep property clean and sanitary inside and out, and in good order and condition
 - 18-2 Not mar or deface the walls, woodwork, or any part of the property
 - 18-3 Report to agent any items in need of repair
 - 18-4 Pay for damages to the property as a result of failure to report a problem in a timely manor
 - 18-5 Pay agent upon demand for costs to repair, replace or rebuild any portion of the property damaged whether though act or negligence, by the tenant/s, tenant/s guests or invitees.
 - 18-6 In the event of a break-in, supply the agent with a copy of the Police report at tenant/s expense, should tenant/s fail to do so, tenant/s agree to pay repair costs
 - 18-7 Be responsible for damage done by rain or wind as a result of leaving windows or doors open
 - 18-8 Not operates a BBQ grill or any other combustibile equipment on patios, lanais or decks or within 10 feet of any structure
- 19- ALTERATIONS AND REPAIRS: except as provided by law, no repairs, decorating or remodeling shall be done by tenant/s, without agent's prior written consent. tenant/s shall notify agent in writing of any repairs or alterations contemplated. decorations include, but are not limited to, painting, wall papering. Tenant/s shall hold agent harmless as to any mechanics lien recordation or proceeding caused by tenant/s and agrees to indemnify agent in the event of any such claim or proceeding.
- 20- TENANTS RESPONSIBILITIES FOR MAINTENANCE: tenant/s shall be responsible for:
- 20-1 Carpet cleaning when it becomes soiled
 - 20-2 Replacing any broken or cracked glass, No matter the circumstances.
 - 20-3 Changing the furnace/air conditioner filters as necessary (once a month is recommended)
 - 20-4 Replacing all burnt out light bulbs
 - 20-5 Ants, rodents flees and other insects and pests
 - 20-6 To remedy all clogged drains and toilets as needed
 - 20-7 To pay for workman service calls caused by the tenant/s negligence and any charges due to tenant/s failure to keep appointments with said workmen.
 - 20-8 Yard care to include but not limited to watering, mowing, weeding and fertilizing except in the case of multi-unit dwelling of 2 or more units.
- 21 SMOKE DETECTORS: A smoke detector is in place and operational. Tenant/s agree to test the smoke detector once a week. If the detector is battery powered, tenant/s agree to replace the battery as needed If, after replacing the battery, the smoke detector does not work, tenant/s agree to inform the agent immediately, in writing. If the detector is not battery powered, tenant/s agree to inform the agent immediately of any malfunctions. Tenant/s are subject to a fine from the state fire Marshall for non-functioning smoke detectors.
- 22 AUTOMOBILES AND PARKING: Tenant/s shall not perform vehicular work on or in front of the property. Vehicles shall not be parked on the lawn. Vehicles leaking oil or fuel will be repaired or removed immediately from the property. Inoperative and/or unregistered vehicles will not be parked on or in front of the property. Parking permits are required at some multi-unit complexes. If a parking permit has been issued, it must be visibly hung on the rear view mirror of the vehicle. Vehicles not displaying a valid parking permit are subject to tow away at vehicle owners expense and risk with out prior notice or warning. There is a \$25.00 charge for replacement parking permits or for a parking permit not turned in at the time of termination of this agreement.

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- 23 **NSURANCE:** tenant/s personal property is not insured by the agent or owner. Agent advises tenant/s to procure a renters insurance policy to protect then selves against personal property losses and liability claims. Agent recommends that tenant/s obtain insurance from any firm they choose. Agent does not recommend any particular company.
- 24 **CONDOMINIUMS:** tenant/s to pay upon demand, any fines levied upon agent for tenant/s violations of the condominium rules and regulations. Tenant/s is responsible for maintaining working light bulbs in all exterior lighting fixtures. Tenant/s agree to comply with all condominium rules and regulations and policies.
- 25 **USE OF PREMISES:** Property to be use as residential ONLY. Operating a business of any type from the property is prohibited. Tenant/s shall not violate any governmental laws in the use of the property, commit waste or create a nuisance, annoy or interfere with any other tenant/s or neighbors.
- 26 **CONTACT INFORMATION:** tenant/s agree to provide agent with updated information as to new phone numbers and/or mailing information such as using a post office box with in 5 days of doing so.
- 27 **ENTRY & SURVEY OF PREMISES:** Agent has the right to enter the property for the purpose of making necessary repairs, alterations and to survey the property with a 48 hour notice. Tenant/s authorize repairmen to enter the property by use of a key to make tenant/s requested repairs. During the last 30 days of occupancy, tenant/s authorize agent to place a for rent sign on the property and to show the property to prospective tenants. in the event the property is listed for sale, tenant/s agree to allow a multiple listing service box to be placed on the property for entry to the property by real estate agents. Further, the owner/agent or other real estate agents may access the property with a 24 hour notice.
- 28 **BREACH OF CONTRACT:** The tenant/s shall pay a notice preparation fee for each and every notice prepared by owner/agent as a result of a breach of any covenant of this agreement or of chapter 59.18 RCW and the cost of serving said notice upon tenant/s. In the event that tenant/s move prior to the end of the rental contract or is evicted due to violations of the rental contract and the terms and condition within, tenant/s agree to reimburse for all costs incurred as a result of the breach, including, but not limited to, attorneys fees, lost rents, advertising and property management fees. In the case of a breach requiring an inspection trip to the property by the owner or agent, tenant/s agree to pay a TRIP FEE to owner/agent of \$30.00.
- 29 **TERMINATION AND HOLDOVER:** This contract may be terminated by service upon the other party of a written 20 day notice of termination of tenancy, 20 days prior to expiration of the term in paragraph 2 or 20 days preceding any rent-paying day when a month to month tenancy exists. Tenancy shall not be deemed terminated and the property vacated until the tenant/s deliver to the agent keys to the property at the place of agent's business. **NO MOVE OUT PRORATIONS**
- 30 **RETURN OF SECURITY, CLEANING & DAMAGE DEPOSIT:** The tenant/s agree to surrender the property in a clean and rentable condition. Return of the security deposit is subject to the following:
 - 30-1 A written 20 day notice of termination of tenancy
 - 30-2 No late charges, notice fees, process service fees, NSF charges, pet charges, outstanding rents and outstanding repair charges.
 - 30-3 All keys, controls are returned in working order.
 - 30-4 No damage to the property beyond normal wear & tear exists, except that's indicated on the property condition report.
 - 30-5 The entire dwelling including oven, range, refrigerator, bathrooms, closets and cupboards are clean. Dirt and soil in carpets are not considered normal wear & tear.
 - 30-6 Grass is in good condition and recently mowed, shrubs are trimmed and flowerbeds are weeded.
 - 30-7 All debris, rubbish and garbage are removed from the property before the move out inspection.
 - 30-8 All carpets are to be professionally cleaned and tenant/s provide agent a copy of the receipt for such at the time of termination of tenancy and vacating the property.
 - 30-9 Vacation of the property by all occupants.
 - 30-10 If owner/agent finds it necessary to hire any venders to do cleaning and/or repairs to restore the property to the condition in which tenant/s received it, less reasonable wear & tear. tenant/s will be required to pay an administrative move out fee of \$50.00 to the agent. This amount will be in addition to any charges from the venders.
 - 30-11 Pay re-inspection fee of \$25.00 for each re-inspection required after the initial move out inspection.
- 31-**DELINQUENCIES AND COLLECTION ACTIVITIES:** If any amount remains delinquent by the tenant after notification to pay, in writing, within the specified time period stated, and when that specified time period expires, the amount owing, shall be turned over to the authority of the property manager's choice. The property manager will then assess a fee of not less than 40% of the balance owing for loss mitigation, legal consultation and processing of any/all claims against the tenant. Tenant agrees to have this fee added to any/all amounts owing and/or awarded by litigation, either during, or after tenancy.

32-LEGAL ACTION & ATTORNEY'S FEES: If any action is commenced to enforce any right provided for in this agreement the prevailing party shall be entitled to reasonable attorney's fees. The tenant/s agree to pay to the agent a fee for preparation of notices and process service fees for any tenant breach of any covenant contained herein or in chapter 59.18 RCW. The tenant/s expressly agrees that any action brought by the tenant/s shall be brought against the owner and not the agent.

33-VENUE: Any action initiated shall be commenced and maintained in SPOKANE COUNTY, WASHINGTON

34-NOTICE: Notice upon agent may be served upon Prodigy Home Sales & Property Management 605 E Holland Ave, Suite 106 Spokane WA 99218. Notice shall be served upon the tenant/s at the property.

35-OTHER PROVISSIONS: Range & refrigerator included. Dish washers and washer & dryer at owner's discretion. NO CATS EVER! dogs are negotiable.

36-MILITARY CLAUSE: If tenant/s or tenants spouse are in active duty with any branch of the military, this agreement can be and will be terminated at tenant's request under the provisions provided by Federal, state and local laws.

The undersigned tenant/s acknowledge having read and understood the forgoing, and receipt of a duplicate original of the following:

- 1-RENTAL CONTRACT
- 2-PROPERTY CONDITION REPORT
- 3-LEAD BASE PAINT DISCLOSURE
- 4-LEAD BASED PAINT PAMPHLET
- 5-LAW OF REAL ESTATE AGENCY

Each party executing this agreement has the right to possession and signs as a tenant and not as a guarantor.

Dated this _____ day of _____ 20 _____

TENANT

TANANT

Prodigy Home Sales & Property Management BY _____
Authorized Signer for PM

Rent Collection Procedures

These are our guidelines for the monthly collection of rent proceeds with dated timelines to help you understand that we will take certain steps to collect rents and delinquent monies owed, but to only a certain point. Due to the busy nature of our business, we need the co-operation of our tenant with good communication to avoid actions that may result in legal action.

- 1- Rent is due on the 1st day of the month. If not received on the 1st, it is considered late and marked as so.
- 2- Rents received in our office past 5 P.M on the 5th day of the month will be charged a late fee as per your lease agreement.
- 3- If rent is not paid and/or and tenant has not made arrangements with our office, or failed to communicate with our office about the matter, a (3)-day Notice to Pay or Vacate will be posted on the property and mailed to the residence via the US Mail Service.
- 4- If the tenant fails to respond to this notice by the date stated, the matter will be turned over to our attorney for the purpose of eviction and we WILL NOT discuss the matter with the tenant further. The eviction WILL NOT BE STOPPED for any reason and a judgment for attorney fees and lost income as well as any/all damage cost will be aggressively pursued.

We wish to keep our tenants in a clean, sound home and we make every effort to maintain the unit in good condition regarding repair and deferred maintenance issues. Communication is a key facture in our business and many issues can be addressed with good communication with us. If you have any questions or concerns, please feel free to contact me.

Justin Asher

Director of Property Management

ACH Authorization
Automated Clearing House

<u>Company</u>	<u>Company ID #</u>	<u>Type of Account</u>
ASHER Corporation checking	ASHERCORP1	ITF/Trust

dba, Prodigy Home Sales & Property Management

I/we hereby authorize the above mentioned company hereinafter called COMPANY, to initiate credit entries and if necessary, debit entries and adjustments for credit entries made in error to me/our account identified below, hereinafter called DEPOSITORY, to credit and/or debit the same to said account. If there are fees associated with tenants banking establishment or credit union, tenant will be responsible for all said fees.

<u>Depository Name</u>	<u>Branch</u>	<u>City, State, Zip</u>
[] XXX []	[] XXX []	[]

<u>Transit Routing #</u>	<u>Account #</u>
[]	[]

Check (1)

[]	CHECKING []	[]	[]	SAVINGS []	[]
-----	---------------------	-----	-----	--------------------	-----

Name Printed

Name Printed

Signature

Signature

Date

Date

Return to

By mail: Prodigy Home Sales & Property Management
605 E Holland Ave, Suite 106
Spokane WA 99218

Or

Fax to: (509) 465-2643



Non Smoking Guarantee

I/we the undersigned that there will be no smoking of tobacco products or any other substance in any in-door area of any structure on the property described below.

Address _____

Applicant Printed Name _____

Dated 20 _____

Applicant Signature _____

Applicant Printed Name _____

Dated 20 _____

Applicant Signature _____

Utility Addendum

We understand fully that we are responsible for all utilities including but not limited to natural gas, electricity, water, sewer and garbage for the entire duration of occupancy at the attached rental property.

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____
Manager

Landlord-Tenant Checklist

GENERAL CONDITION OF RENTAL UNIT AND FURNISHINGS

Street Address
Unit Number
City

	Condition on Arrival	Condition on Departure	Estimated Cost of Repair or Replacement
LIVING ROOM			
Floors & Floor Coverings			
Drapes & Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens, & Doors			
Front Door & Locks			
Smoke Detector			
Fireplace			
Other			
Other			
KITCHEN			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Cabinets			
Counters			
Stove/Oven			
Refrigerator			
Dishwasher			
Garbage Disposal			

Sink & Plumbing					
Windows, Screens, & Doors					
Smoke Detector					
Other					
Other					
DINING ROOM					
Floors & Floor Covering					
Walls & Ceilings					
Light Fixtures					
Windows, Screens, & Doors					
Smoke Detector					
Other					
Other					
BATHROOM(S)	Bath 1	Bath 2	Bath 1	Bath 2	
Floors & Floor Coverings					
Walls & Ceilings					
Windows, Screens, & Doors					
Light Fixtures					
Bathtub/Shower					
Sink & Counters					
Toilet					
Other					
Other					
BEDROOM(S)	Bdrm 1	Bdrm 2	Bdrm 3	Bdrm 1	Bdrm 2 Bdrm 3
Floors & Floor Coverings					
Windows, Screens, & Doors					
Walls & Ceilings					
Light Fixtures					

Smoke Detector			
Other			
Other			
Other			
Other			
OTHER AREAS			
Heating System			
Air Conditioning			
Lawn/Garden			
Stairs and Hallway			
Patio, Terrace, Deck, etc.			
Basement			
Parking Area			
Other			
Other			
Other			
Other			
Other			

Use this space to provide any additional explanation:

[] Tenants acknowledge that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenants agree to replace all smoke detector batteries as necessary.

Landlord-Tenant Checklist completed on moving in on _____ and approved by:

_____ and _____
Landlord/Manager Tenant

Tenant

Tenant

Landlord-Tenant Checklist completed on moving out on _____ and approved by:

_____ and _____
Landlord/Manager Tenant

Tenant

Tenant