

# LOHO RESIDENTIAL LEASE AGREEMENT

*The Hamlet Cottages; Moderate Rate – Revised 2025*

Owner (who shall be the Landlord as defined in law, hereinafter called "The Hamlet"): LOHO, a Washington non-profit corporation and whose physical address for service of legal notices is 229 Village Road, Lopez Island WA 98261.

Resident Name(s) (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"):

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Guarantor Name (hereinafter called "Resident's Guarantor"; collectively with the resident, referred to herein as "the Parties"):

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Premises Address (hereinafter called the "Premises"):

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Property Address (referred to herein as the "Property"): 229 Village Road, Lopez Island WA 98261

This Term Lease & Security Deposit Receipt together with the Resident Handbook, plus all addenda and attachments identified herein are collectively hereinafter called the "Agreement." THIS  INITIAL  RENEWAL AGREEMENT made this date \_\_\_\_\_, between The Hamlet and Resident for rental Premises which is a portion of a larger parcel of land. The larger parcel shall be referred to herein as the Property.

**1. TERM:** The term of this Agreement shall begin on June 1, 2025 and will be a term lease ending on the following May 31<sup>st</sup>, unless otherwise stated in writing by The Hamlet.

Annual Lease: On June 1<sup>st</sup>, the Agreement will automatically renew for the next 12-month period, including a revised lease for the same period, unless it is terminated as provided herein.

**2. RENT:** Resident shall pay monthly premises rent and other charges in the following amount: \$ \_\_\_\_\_

The total amount of monthly rent due, which includes the monthly Premises rent and any other recurring monthly charges, is considered "Rent" and is payable in advance by the 5th day of each and every month (hereinafter called the "Rent Due Date") during said term to The Hamlet at 229 Village Rd., Lopez Island, WA 98261 or PO Box 785, Lopez Island, WA 98261, or any such other place or payment method that The Hamlet may from time to time designate. Payments may also be made electronically with The Hamlet's prior written agreement.

The rental rate for the moderate rate cottages is determined in accordance with or pursuant to the current regulations of San Juan County, as adjusted for any special services provided by The Hamlet. The Base Rental Rate is computed as 30% of Resident's gross income, adjusted for utilities and services. The **minimum** monthly rent for a family of one is \$ \_\_\_\_\_ and for a family of two is \$ \_\_\_\_\_. It is understood that the current Base Rental Rate may be subject to future changes reflecting changes in Resident's gross income.

Application of payments: Any rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment, The Hamlet shall apply funds received from Resident as follows: to the oldest unpaid rent (which includes unpaid utilities that The Hamlet has paid on behalf of the Resident), to current rent (which includes unpaid utilities that The Hamlet has paid on behalf of the Resident), to late payment charges, to notice fees, to damages, to repairs, and finally to miscellaneous charges.

Rent received more than ten (10) days after the Rent Due Date shall result in assessment against Resident of a 3% per month late payment charge. Pursuant to RCW 59.18.170, if The Hamlet charges late fees and the Resident can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in this Agreement, the Resident may request, in writing, that The Hamlet modify the due date up to five (5) days and The Hamlet may, in its sole and absolute discretion, agree to or deny this proposal.

Any payment which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$25 returned payment fee. Should Resident submit a payment that is dishonored or returned for non-sufficient funds, or should Resident offer payment to cure any default such as following receipt of a Notice to Pay Rent or Vacate, Resident shall make such payment made by cashier's check, money order, or other payment method designated by The Hamlet. If Resident gives The Hamlet a payment that is returned for non-payment, all payments over the following nine months by Resident shall be made by cashier's check, money order, or other payment method designated by The Hamlet. Notwithstanding the foregoing, The Hamlet may issue a Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent, The Hamlet shall give a statutory Notice to Pay or Vacate, or if The Hamlet shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$30 for preparing and giving the notice.

**3. DEPOSIT:** Resident agrees to pay the sum of \$\_\_\_\_\_ (half of the resident's monthly rent rate) as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. If resident has a pet, resident agrees to pay an additional deposit of \$500 for damage and/or cleaning. All deposits shall be kept in an account with Banner Bank, whose address is 45 Weeks Rd., Lopez Island WA 98261.

Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to The Hamlet. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. The Hamlet's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address in accordance with RCW 59.18.280 after termination of this Agreement and possession of the Premises is returned to The Hamlet, conditioned upon the following:

1. Resident shall have complied with all the conditions of this Agreement.
2. Resident shall clean and restore the Premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear resulting from ordinary use. Residents agree that soiling or staining is not wear resulting from ordinary use.
3. Resident shall surrender all remote-control devices (if any) and keys to The Hamlet.
4. Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by The Hamlet.
5. Labor and administrative costs for cleaning and repairing the Premises shall be at the rate of \$30 per hour, excepting labor performed by parties other than The Hamlet, which shall be assessed at its actual cost.
6. Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges.
7. Resident shall clean the Premises so that it is in the same state of cleanliness it was in at the time of move-in and shall follow any particular instructions/requirements for move-out provided by The Hamlet to Resident at commencement of the tenancy.

**4. PREPAYMENTS:** Resident shall make a prepayment toward the last month's rent of \$\_\_\_\_\_. Resident may only apply this prepayment to the lawful last month of the tenancy, whether following timely notice to terminate a month-to-month tenancy, the last month of a fixed term tenancy that has not been renewed or extended, or a tenancy which was otherwise terminated in accord with applicable law. Resident is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.

**5. APPLICATIONS AND SCREENING FEES:** Application and/or Screening fees paid prior to commencement of tenancy in the amount of \$\_\_\_\_\_ are non-refundable. Resident authorizes The Hamlet to obtain supplementary credit reports, criminal background reports and any similar report at any time during the Resident's occupancy of the Premises at The Hamlet's expense. Resident warrants the accuracy of all information contained on Resident's interest list form and rental application. A subsequent determination that Resident provided false or inaccurate information on the interest list form rental application is a breach of the terms of this Agreement and The Hamlet may take legal action to terminate this Agreement in such case.

Resident(s) to Initial: \_\_\_\_\_

**6. TERMINATION OF TENANCIES:** Resident understands that this tenancy shall terminate at 11:59 pm on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour.

Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by The Hamlet in writing. If Resident vacates the Premises prior to the expiration hereof or without notice or mutually signed written agreement as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310.

This Agreement may be terminated upon the occurrence of any one of the following:

1. By mutual written consent at any time;
2. Resident may terminate this Agreement via delivery of written Notice to The Hamlet. Notice must be delivered to The Hamlet at least thirty (30) days before the Termination Date;

3. Resident may terminate this Agreement at any time The Hamlet commits a material breach of this Agreement that is not cured within thirty (30) days after receiving written Notice of the breach from Resident;
4. The Hamlet may terminate this Agreement at any time Resident commits a breach of this Agreement that is not cured within thirty (30) days after receiving written Notice of the breach from The Hamlet;
5. The Hamlet may terminate this Agreement on three (3) days' Notice to Resident if it is determined by The Hamlet, in its reasonable discretion, that Resident poses an immediate and serious risk to the health and safety of Resident or others.
6. Resident may terminate after receiving written Notice of The Hamlet's intent to amend this Agreement with which amendment Resident does not agree;
7. Immediately without prior Notice by The Hamlet if the Premises or a substantial portion thereof is destroyed or damaged so that it is unfit for habitation, and if the destruction of damage is not due to the fault of the Resident;
8. A material misrepresentation by Resident or Resident's family member in the interest list form or application for residency, or related materials, regarding information which, if accurately provided, would have resulted in a failure of the Resident to qualify for residency; or
9. For Moderate Rate Cottages, the Hamlet may terminate this Agreement if Resident fails to timely provide the Hamlet with information regarding Resident's annual gross income in accordance with Section 33.E., below, for the purpose of determining continued qualification for the Moderate Rate Cottage or if such Resident no longer qualifies for a Moderate Rate Cottage.

**7. DAMAGE:** Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (form attached as required by RCW 59.18.260). Resident shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by The Hamlet, throughout the term of this Agreement and upon surrendering the Premises to The Hamlet. Resident will bear the cost of any cleaning or repair performed by The Hamlet to restore the Premises to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by The Hamlet while performing repairs and/or cleaning because of failure to comply with the foregoing. The Property Condition Checklist will be used to determine the refund of security and pet deposits at the end of the tenancy.

**8. KEYS/PREMISES ACCESS:**

Upon signing this rental agreement, the Resident will receive the following keys or other access devices:

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The locking mechanisms **have / have not** been re-keyed or re-set. Keys and other access devices for Premises shall not be copied nor given to anyone other than those listed as lease or occupant without The Hamlet Cottage Manager's prior written consent.

In the event that Resident(s) must request The Hamlet unlock any exterior or interior door outside the hours of 9 am – 5 pm, the Resident shall first attempt to reach the Cottages Manager or Hamlet Executive Director to see if either one is available to unlock the door(s). If the Cottages Manager and Hamlet Executive Director are unavailable, the Resident can call a locksmith at their own expense.

**9. SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:**

The Premises contain two or more smoke detection devices. Number of detection devices provided in Premises as required by law are two for a one-bedroom Cottage and three for a two-bedroom Cottage. Smoke detection device(s) are hard wired, with battery back-up.

Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply with the provisions of this paragraph can be fined up to \$200 in accordance with RCW 43.44.110/WAC 212.10.050. Resident's initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. The Hamlet is responsible for replacing back-up batteries and smoke detectors, as needed. Resident agrees to report any smoke detector malfunctions to The Hamlet in writing. Tampering with or disabling the smoke detector is grounds for termination of tenancy. Additionally, the Resident must take responsibility to maintain the smoke detection devices in a fully operational condition at all times by reporting any known or suspected malfunctions in the operation of the smoke detection devices to The Hamlet. Failure to do so can subject the occupant to the penalty provisions of WAC 212-10-055.

Resident(s) to Initial: \_\_\_\_\_

**10. CARBON MONOXIDE DETECTION DEVICES:**

The Premises is equipped with one carbon monoxide detection device per separate bedroom as required by law (several may be required), plus one in the common area. Each of the above-described carbon monoxide detection devices is hard-wired.

In accordance with RCW 19.27.530 a minimum of one carbon monoxide detector is provided. The number of required devices is established by law, and in a given property, several may be necessary. Resident shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. The Hamlet will maintain carbon monoxide detection devices, including

replacement of any batteries. Resident's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

Resident(s) to Initial: \_\_\_\_\_

It is the resident(s) responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including alerting the Hamlet in writing if any replacement back-up batteries are needed. Failure to maintain the carbon monoxide detector by reporting any known or suspected malfunctions in its operation to The Hamlet is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a Residents' failure to report any known or suspected malfunctions in its operation, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Resident agrees to report any malfunctions to The Hamlet in writing.

Resident(s) to Initial: \_\_\_\_\_

**11. BUILDING MAINTENANCE:** The Hamlet is responsible for all major repairs, including structural issues, plumbing, and electrical systems. The landlord will also maintain and repair provided appliances as part of the rental agreement.

Resident must report any maintenance issues within 24 hours of discovery by calling The Hamlet office (and leaving a message if there is no answer) or emailing the Cottages Manager and/or the Hamlet Executive Director. The Hamlet will respond to requests within 72 hours.

In the event of an emergency, such as a burst pipe, the tenant should immediately contact the emergency repair service provided by The Hamlet and contact the Cottages Manager or Hamlet Executive Director. Temporary measures should be taken to mitigate damage while waiting for professional repair.

**12. GUESTS AND ADDITIONS TO OCCUPANCY:**

Guests of Resident staying a maximum of 30 days are permitted within any given 12-week period and do not require authorization by The Hamlet. Resident must be in residence when guests or visitors are staying in Resident's Cottage unless prior approval of The Hamlet Cottages Manager or Executive Director has been obtained, in writing, at least seven (7) days prior to the guests or visitors occupying the Premises. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$200. Additions to occupancy are not permitted without the prior written approval of The Hamlet Cottages Manager and Executive Director at The Hamlet's sole and absolute discretion. Although residents are required to be 55 years or older to live at The Hamlet, a live-in caregiver may be approved for tenancy if The Hamlet Cottages Manager and Executive Director determine, in writing, that the additional care is necessary for Resident to remain in their Cottage. A caregiver may only reside in the Cottage during the time that the original occupant still resides there. Resident(s) unilateral change in marital status or member of their living group does not modify or amend this agreement unless The Hamlet Cottages Manager and Executive Director have approved the change in writing through a mutually executed written amendment to this Agreement. Should The Hamlet Cottages Manager and Executive Director agree to an additional occupant, any prepayments or refundable deposits will be applied to both resident's tenancies, but the refund (if any) will be returned to the initial payee at the termination of residency.

**13. CHARGES FOR UTILITIES AND SERVICES:**

Resident agrees to establish use, maintain and/or pay for the following utilities without delinquency used in or charged against the Premises during the term of this Agreement.

- Electricity
- Internet
- Cable
- Telephone

Resident agrees to submit to The Hamlet upon demand, proof that any utilities, assessments, or charges have been paid by Resident. In the event Resident fails to pay any amounts due with respect to the utilities serving the Premises, The Hamlet shall have the right, but never the obligation, to pay any such amounts due and charge the Resident for such amount paid on its behalf, which amount shall be considered additional rent hereunder.

The Hamlet shall pay for the following utilities, services and other costs associated with the Premises, which amounts are included in the Rent:

- Garbage
- Sewer
- Water

- A Personal Assistant (1.5 hours, 2 times per month for a one-bedroom Cottage; 2 hours, 2 times per month for a two-bedroom Cottage)\*\*
- Fire extinguisher inspection once per year
- One Hamlet parking space per Cottage
- Mandatory maintenance check of Resident's Cottage once yearly
- Use of Gathering Place\*\*
- Internet in the Gathering Place\*\*

\*\*As defined in the Resident Handbook.

If the resident is paying a third party directly for any utilities or services for the Premises, they must pay before the account becomes delinquent without payment plan or extension. When the utility bill is billed to The Hamlet and copied to Resident, Resident will be charged a \$5 service charge for processing. To understand how late payments and returned checks will be handled see Section 2 of this agreement. Non-payment of utility charges may lead to eviction proceeding. The Hamlet is entitled to use resident's security deposit to recover unpaid utility charges upon move-out out even if those bills are not yet due. The Hamlet is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Resident's lack of payment, or otherwise.

**14. DELIVERY OF PREMISES:** If for any reason whatsoever The Hamlet does not deliver possession of the Premises on the commencement of the term of this Agreement, rent shall be prorated until such time as The Hamlet tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall The Hamlet be liable to Resident for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within 5 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to The Hamlet, and any monies paid by Resident to The Hamlet shall be refunded to Resident.

**15. PETS AND ANIMALS:**

Resident shall not keep any pet in, on, or upon the Premises or any common areas without first obtaining written approval from the Cottages Manager and Executive Director, which approval may be granted or denied in their sole and absolute discretion. In no event shall Resident have more than two animals per Cottage. If permission for pets is given, no pet noise shall be allowed to disturb the community. It is Resident's responsibility to clean-up and dispose of any pet waste anywhere on the Property and on adjacent sidewalks, streets, and neighboring properties. If pets are maintained on the Premises, whether or not authorized by this Agreement, Resident assumes all costs of restoring Property as a result of any pet or animal on the Property including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, landscape restoration, and cost to analyze floors for presence of animal urine/ waste or pest infestation should analysis disclose the presence of such damage. These policies include "guest pets." Please refer to the "Pets" section in the Resident Handbook for additional information and requirements.

Allowed; Breed: \_\_\_\_\_ Type: \_\_\_\_\_ Number: \_\_\_\_\_ Age: \_\_\_\_\_

Allowed; Breed: \_\_\_\_\_ Type: \_\_\_\_\_ Number: \_\_\_\_\_ Age: \_\_\_\_\_

**16. INTERIOR CLEANING AND HOUSEKEEPING:** Support from a personal assistant is included in the Monthly Lease Payment as set forth above. At least half of the personal assistant's designated time on the Premises shall be spent on general housekeeping services. Residents are responsible for maintaining interior spaces and keeping up with housekeeping in order to ensure basic safety including maintaining:

1. Two routes of egress that are at least three feet wide.
2. Clear access to all major appliances and the breaker box in case of emergency repairs.
3. Clear access to the fire extinguisher.
4. Doorways that are clear in case of emergencies.
5. Proper airflow through the Cottage by regularly allowing air to circulate by using bathroom/kitchen fans where available.
6. Premises that are clean and free of debris.

If there is water intrusion visible on interior surfaces, the Resident will immediately notify the Cottages Manager. The Resident shall also immediately notify the Cottages Manager of any condition which could lead to a buildup of moisture, or of any visually evident mold or mildew growing on the Premises.

All housekeeping of the Premises must be performed by Hamlet staff or approved provider. If Resident wants to use an outside provider for housekeeping services, the Resident must first obtain The Hamlet Cottages Manager's prior written consent, which may be granted or denied in its sole and absolute discretion. All outside providers of housekeeping services must be licensed and bonded unless this requirement is waived by The Hamlet in writing.

Whenever possible, at Resident's expense, The Hamlet recommends using the Personal Assistant for final cottage cleaning to ensure the cottage is left in satisfactory condition.

**17. PRIORITY FOR TRANSFER TO ADULT FAMILY HOME:** If it becomes necessary for Resident to transfer from the Hamlet Cottages to a 24-hour care facility, Resident shall be given priority, subject to an evaluation of suitability, for an available room at The Hamlet's Adult Family Home ("Hamlet House"). Resident is not guaranteed a room at Hamlet House. The Hamlet House Manager will make the determination as to whether Resident can be properly cared for at Hamlet House, and thus whether an available room is offered to Resident.

**18. LEGAL REMEDIES:** In the event a dispute arises regarding the performance of either party under this Agreement, the Parties agree to first attempt to resolve said dispute through a neutral third-party mediation with a mediator selected by mutual agreement of the Parties within 30 days of being requested. If the Parties are unable to agree on a mediator within 30 days or are unable to reach agreement through mediation, either party may bring suit in the state or federal courts serving San Juan County, Washington.

If any legal action is necessary or brought in any court or arbitration proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary expenses, in addition to any other relief to which such party may be entitled. This provision shall apply to the entire Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington, without giving effect to principles and provisions thereof relating to conflict or choice of laws, irrespective of the fact that any one of the Parties is now or may become a resident of or domiciled in a different state. Any claim or cause of action arising under this Agreement must be initiated within two (2) years from the date the dispute arises, unless otherwise required by law.

**19. NON-WAIVER OF BREACH AND SEVERABILITY:** The failure of The Hamlet to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

**20. WATER-HEATER:** Pursuant to RCW 19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in a domestic hot-water heater within a rental dwelling be set not higher than 120 degrees Fahrenheit. Resident acknowledges that

the water heater is inaccessible.

Resident has inspected the accessible hot-water heater and to the best of Resident's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

Resident(s) to Initial: \_\_\_\_\_

**21. SEPTIC TANK:** This rental property has a septic tank for sewage service. The type of septic system present is a gravity-powered system. Resident is expected to follow all rules for proper use of septic system. Those include:

- Resident expected to properly use all water appliances and fixtures. Proper use includes no flushing/dumping of items such as disposable diapers, paper towels, disposable wipes, medications, feminine hygiene products, grease, coffee grounds, dental floss, colored tissue paper, or any non-biodegradable item down the toilet, sink, or drains.
- All soaps used for washing appliances must be phosphate-free. Liquid laundry detergent is recommended.
- Resident is to notify owner immediately in case of emergency, and follow up by sending written notification for any repairs or maintenance of the septic system. Requests must be made as soon as the defect is noted.
- Toilets should be protected from receiving foreign items such as combs, toys, and toothbrushes.
- Unused food and plate scrapings are to be disposed of only in the garbage, and not down any drains or disposals.
- Grease and oil must be disposed of as solid waste. Pour grease into a container to allow it to solidify prior to disposing of it.

Resident will be charged for service calls resulting from misuse or neglect of the septic system by Resident and their guests. If a toilet is plugged or the septic system fails, the presence of any foreign materials noted above (other than toilet paper) will result in Resident being charged for associated damages, repairs, and labor.

**22. RENTAL PREMISES, STORAGE, AND PARKING:** The Premises consist of the interior of the Cottage. Regardless of whether they are assigned for Resident's use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the Property and are not part of the Premises. Whenever The Hamlet assigns such areas for Resident's use, said usage is a license to use in common with The Hamlet. Resident is licensed to use parking space \_\_\_\_\_ and storage space for \_\_\_\_\_. All Resident's obligations pursuant to this Agreement shall extend to said storage space and/or parking space. Resident recognizes that his/her storage of any personal property on the

Premises is at his/her own risk. Resident hereby recognizes that The Hamlet is not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside The Hamlets' control. Resident agrees that except as expressly set forth in this Agreement, the rights and privileges granted by this agreement do not include any right, title or interest in any part of the personal property or real property, including, without limitation, any land, buildings and improvements, owned, leased or administered by The Hamlet or its affiliates.

**23. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION:** The Hamlet disclaims any warranties or representation that it will be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that The Hamlet and its legal representatives make no representations or warranties that the Premises or Property is secure from theft or any other criminal activity. Resident has been informed and understands and agrees that personal safety and security are resident's own personal responsibility. Harassment or intimidation of a resident, guest, staff, or board members is prohibited and shall be grounds for termination of this Agreement and eviction of the Resident. Resident is responsible for all damage and liabilities caused to the Premises as a result of the negligence of resident, their guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

**24. ATTRACTIVE NUISANCES:** Residents agree to not use, install, allow or support any attractive nuisance features including but not limited to trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury. Any features or such other items in Resident's possession shall be stored in a safe condition in such a way that they cannot be used on the Premises or Property.

**25. ACCESS TO THE COTTAGE:** Resident acknowledges and accepts the responsibility of The Hamlet to enter Resident's Cottage in order to carry out the purpose and intent of this Agreement and authorizes such entry. Such entry shall include (a) performance of authorized housekeeping duties; (b) responses to medical emergencies; (c) responses to fire protection systems; (d) entry by authorized personnel in the event Resident is reported missing or has not responded to a call; (e) scheduled maintenance activities; and (f) enforcement of the community's policies and procedures. The Hamlet acknowledges and agrees to respect Resident's right to privacy and agrees to limit entry without prior notice to emergency situations and scheduled or authorized work as set forth herein.

**26. RENTERS INSURANCE:** Resident is responsible for all damage caused to the Premises, the Property or any individual as a result of the negligence of Resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism. Resident acknowledges that property or liability insurance maintained by The Hamlet is for The Hamlet's protection and is not intended to protect Resident against personal injury, loss or damage to Resident's personal property or belongings, or cover Resident from their own liability from injury, loss or damage from fire or other negligent acts that Resident or their guests may cause others. Resident acknowledges that they are not considered a co-insured of The Hamlet and not protected under The Hamlet's fire or liability insurance and understand that any insurance that The Hamlet maintains is not for the benefit of Resident.

Resident is required and hereby agrees to obtain insurance protecting the Premises from loss or damage caused by Resident/Guest or Resident's/Guest's negligence and understands that any insurance that The Hamlet maintains is not for the benefit of Resident. A minimum of \$250,000 of liability coverage needs to be obtained. Resident is required to provide proof of current renters insurance policy within 30 days of occupancy, and again at lease renewal.

Resident(s) to Initial: \_\_\_\_\_

**27. LIENS AND SALES:** The Hamlet may mortgage the Premises or Property or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.

**28. DOCUMENTS INCORPORATED BY REFERENCE; ENTIRE AGREEMENT:** The Parties hereby expressly acknowledge and agree that this Agreement includes the Confidential Application, the Policies and Procedures of the Cottages ("Resident Handbook"), any power of attorney or designation of representative forms executed by Resident, and all addenda, schedules, exhibits and attachments hereto, each of which is incorporated herein by this reference. This Agreement, including all external documents incorporated herein by the foregoing reference, embodies the entire agreement between the Parties hereto relating to the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter hereof.

**29. JOINT AND SEVERAL LIABILITY:** In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement.

**30. AUTHORITY:** Each person executing this Agreement represents and warrants to each other Party that he or she is of legal age to enter into this Agreement and that this Agreement will constitute the legally binding obligation of such Party.

**31. TIME OF THE ESSENCE:** Time is of the essence in the performance of each Party's obligations under this Agreement.

**32. NOTICES:** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, including, but not limited to, via hand delivery to the Resident's message box, or by commercial delivery service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

The Hamlet:  
PO Box 785, Lopez Island WA 98261

Resident:

Resident's Guarantor (if applicable):

**33. RESIDENT'S OBLIGATIONS:** Resident agrees as follows:

A. General

1. To pay all rent and other charges, including utilities and installment payments of last month's rent and security deposit, promptly when due or assessed, for which Resident is responsible, and to provide proof of payment when requested.
2. To execute all revised rental agreements upon request upon 30 days' notice before a new rental period; except for rent increases which require at least 60 days' written notice.
3. To notify and deliver to The Hamlet any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to The Hamlet by any governmental agency resulting from a Resident's negligent behavior, including but not limited to, a failure to observe burn bans or Resident's maintenance of a nuisance shall be the responsibility of the Resident to pay.
4. Provide The Hamlet with emergency contact information within (10) days of commencement of tenancy and to provide updated or new information whenever such information is available. This information includes, but is not limited to, names and relationship(s) to Resident (such as next of kin and any holder of a Durable Power of Attorney), telephone numbers, addresses, and emails. If Resident has not executed a Durable Power of Attorney, Resident is strongly encouraged to do so and to designate a person who can act in Resident's stead in the event of incapacity.
5. Not to do or keep anything in or about the Premises that will increase the present insurance rate thereon. Resident agrees to reimburse The Hamlet for any increase that might occur for violation of this rule.
6. Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide The Hamlet proof upon request.
7. Resident must occupy their Cottage as their primary residence at least ten months per calendar year. Exceptions may be considered by the Hamlet Cottages Manager and Hamlet Executive Director, in their sole and absolute discretion, and must be approved in writing.
8. If the Premises should fail an inspection required by local jurisdiction due to the Resident(s), any fines or costs associated with reinspection shall be the responsibility of the Resident.
9. Not to permit any person to occupy the Premises other than authorized occupants or guests as defined in Section 12.
10. Except in cases of emergency where no notice is required, to permit The Hamlet, The Hamlet's employees, contractors, or representatives to enter the Premises at reasonable times after notice is given in accordance with RCW 59.18.150(6). The parties agree that no notice is required to enter areas of the Premises generally accessible to the public, such as walkways and driveways.
11. To permit The Hamlet employees or representatives to obtain a door key and enter the Premises if there is concern for Resident well-being and/or safety.

B. Conduct, Behavior, and Safety

1. Resident is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
2. Keys for Premises shall not be copied nor given to anyone other than those approved occupants without The Hamlet's prior written consent.
3. To comply with all laws and ordinances and the directions of all proper officers in relation thereto; to refrain from use of the Premises or Property for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the Premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet

or enjoyment of other residents or endanger the health, safety, or well-being of any resident, family member, guest or invitee resident at the Property or adjacent properties. Resident, family members, or guests shall not engage in gang related activity on or about the Premises.

4. Resident shall not keep or maintain an attractive nuisance on the Property as described in Section 23.
5. Resident is to follow all bans/laws.
6. No smoking or vaping of any substance is allowed in or on the Property (see Resident Handbook). Non-compliance with this may result in one of more of the following actions by The Hamlet: 1.) Service of a 10 Day Notice to Comply with Agreement or Vacate. 2.) Forfeiture of all or part of your security deposit due to any resulting smoke damage/odor. 3.) Eviction action in enforcement of the lease terms.
7. To comply with any trespass admonishments issued by The Hamlet. To ensure the safety of all residents and their authorized guests, The Hamlet expressly reserves the right to exclude persons who are not authorized residents (as set forth in Section 12) from the Premises. A Resident (or guest of a Resident) who knowingly invites or allows a previously admonished person onto the Premises without the written authorization of The Hamlet shall be deemed to have materially violated the terms of this Agreement. In addition to any other lawful basis, The Hamlet may issue a trespass admonishment to exclude from the Premises or Property any person, whether a Resident, occupant, invitee or other third party, who refuses to promptly show photo identification upon request by The Hamlet or an authorized representative of The Hamlet, or who refuses to identify him or herself as a resident, occupant, or guest of a specific resident. Resident shall be personally liable for the acts of any guests who Resident invites onto the Premises or Property.
8. Resident, family, and guests shall have at all times due regard for the peace and enjoyment of other residents in the Building. The level of noise created by any Resident, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other resident's unit between the hours of 10 pm and 9 am.
9. Resident shall not disable any security devices on the Property or Premises.

#### C. Maintenance, Repairs, and Alterations

1. Resident's destruction, damage of any nature, neglect or disrepair to flooring does not constitute wear resulting from ordinary use. If necessary, Resident shall obtain coverings to protect floors.
2. Resident agrees to provide written notice to The Hamlet regarding any habitability issues and to give The Hamlet the opportunity to cure the defective condition prior to exercising any other option granted to the Resident under law. The Hamlet is under no obligation to correct or repair any defective conditions caused by the Resident.
3. Resident shall reimburse The Hamlet promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by The Hamlet. The Hamlet's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident is not a waiver thereof; and The Hamlet may demand the same at any time.
4. Resident understands and agrees that any damage caused by or related to smoking of any substance or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of The Hamlet installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident, may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing of carpeting or padding.
5. Residents shall be responsible for any damage resulting from windows or doors left open or unlocked.
6. To protect against freezing of water pipes and waste pipes and stoppage of same in and about the Premises. To maintain the temperature of the Premises at such a level to prevent breakage of pipes or other damage to the Premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.
7. Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so, and agrees to notify the Hamlet Cottages Manager of any such damage that occurs; To repair at Resident's expense any damage to the Premises caused by Resident's acts or neglect within the time period provided by written notice from The Hamlet requiring such repairs.
8. Resident may decorate the Cottage according to Resident's personal taste with pictures, window treatments and the like, so long as such decorations are not permanent fixtures to the Cottage or can easily be removed without damaging the structural integrity of the Cottage. Resident will not make any alterations, additions, painting or improvements to the Premises, nor to change or add additional locks, nor change or add telephone, network or cable TV jacks, nor to install any wires, cables or aerials for internet, radio or television purposes on the roof or other parts of the building without the prior written approval of The Hamlet Cottages Manager and Executive Director, which approval may be granted or denied in their sole and absolute discretion, and which approval may be revoked at anytime, with or without cause. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of The Hamlet and remain in and be surrendered with the Premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.

9. Prior to the installation of a satellite dish, the Resident must obtain permission from The Hamlet Cottages Manager and Executive Director. If installation is approved, it must be performed by a licensed professional and within the approved guidelines for installation as provided by The Hamlet. All satellite equipment and cabling must be contained within space under the Resident's direct control per the lease agreement, not within or accessible from common areas.
10. Resident shall not disconnect or relocate within the dwelling any Hamlet supplied appliance without The Hamlet's written consent.
11. Not to install a waterbed or aquarium without the prior written approval of the Hamlet Executive Director. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect The Hamlet from any damage that may be caused thereby. No aquariums or other unusually heavy objects are permitted on the Premises without the Executive Director's written consent.
12. In the event that the Resident requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the Resident, the Resident must pay for all actual service call charges.
13. To inspect and maintain in compliance with the information tag thereon all Hamlet in-unit supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Resident only and no warranty is made as to their sufficiency for the Premises.
14. The Hamlet is not obligated to provide window or door screens. If any are presently installed, The Hamlet has no obligation to maintain or replace them.

#### **D. Appearance, Cleanliness, and Trash**

1. To take all reasonable precautions to prevent the presence of bed bugs.
2. To take all reasonable precautions to prevent the presence of mold or mildew on the Premises as per attached Mold Handout, such steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Resident agrees to promptly notify The Hamlet of the presence of mold or mildew.
3. The Premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident.
4. Resident agrees not to store any hazardous material including but not limited to unreasonable amounts of flammable materials, asbestos, petroleum and petroleum by-products, old batteries, or paint on the Premises or Property.
5. To use common areas such as yards and garden areas in common with other residents and to have due regard for the joint use nature of such areas by removing all chairs, toys, or other garden equipment after use and in all cases to remove such items by the end of each day.
6. To keep the Premises and common areas such as parking spaces, patio, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.
7. The washing machine and dryer shall be used only for washing and drying of the usual personal and household articles.

#### **E. Documentation**

1. To timely deliver to the Hamlet proof of renter's insurance, automobile insurance and compliance with other requirements of this Agreement.
2. To deliver to the Hamlet by **April 15** of each year the previous years' Federal Tax Return Form 1040 or other notarized sources regarding Resident's annual gross income for the purpose of determining continued qualification for the Moderate Rate Cottage and any rental adjustment due to a change in annual gross income.

**34. COMMUNITY RULES AND REGULATIONS:** The Hamlet shall have the right to promulgate reasonable rules and regulations governing the conduct of Residents. Resident agrees to abide by such policies and procedures.

**35. DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY:** In the event of damage to the Premises or Property by fire, water, or other hazard, resulting in damages that allow the Resident's occupancy to be continued, The Hamlet shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in The Hamlet's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and The Hamlet elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Resident vacate the Premises for a period of time, Resident is obligated to vacate as instructed by The Hamlet and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if damages are caused by the Resident whether through negligence or intentional act. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of The Hamlet, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction and Resident shall immediately vacate. In such case, Resident shall pay rent pro-rata through the day Resident vacates the Premises.

**36. SUMMARY OF FUNDS RECEIVED AND DUE:**

Item	Charge	Received	Balance	Amount Due Date
First Month's Rent				
Last Month's Rent				
Refundable Security Deposit				
Refundable Pet Deposit				
Other Payment(s):				
<b>Total</b>				

**37. AMENDMENT TO AGREEMENT:** No amendment or modification to this Agreement shall be valid unless in writing and signed by all parties hereto. Provided, however, that The Hamlet may, in its sole and absolute discretion, unilaterally amend the terms of this Agreement, including any and all documents incorporated herein by reference, without the consent of Resident to be effective on the next annual renewal date.

Resident shall be provided with written Notice of the proposed change in the Rent at least sixty (60) days before the end of the existing annual lease term and notice of any other changes to the terms of this Agreement at least thirty (30) days before the end of the existing annual lease term. Unless Resident notifies The Hamlet in writing that Resident elects to terminate this Agreement effective the end of the current lease term as allowed in Section 6 of this Agreement, the new Rent shall apply to the Resident's next annual lease term.

**38. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT:**

This Agreement, together with the attachments identified below, constitute the entire agreement between the parties. (Select from the list and/or write in all attached addenda in the box below):

- Property Condition Report (Required whenever a refundable deposit is collected)
- Mold Handout (Required in all Washington State residential rentals) & Addendum
- Crime Free Addendum
- Bed Bug Addendum
- The Hamlet Cottages Resident Handbook
- Resident Designee Notice
- Guarantor Addendum (if applicable)
- Pet Addendum and Deposit Form (if applicable)
- Moderate Rate Cottage Policy, including notarized Affidavit of Residency OR Primary Residence Statement (if applicable)
- Other: \_\_\_\_\_

Resident's initials acknowledge receipt of the attachments listed above which are incorporated as part of this Agreement.

\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written. Owner and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Owner (The Hamlet): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_