

LEASE AGREEMENT

Housing Authority of Grant County, Larson Division
1139 Larson Boulevard
Moses Lake, Washington 98837

THIS AGREEMENT, made _____, 20__, by and between HOUSING
AUTHORITY OF GRANT COUNTY, hereinafter designated as Lessor, and
_____ hereinafter designated as Lessee(s).

WITNESSETH

1. Description and Term. The Lessor, in consideration of the rent reserved herein to be paid by said Lessee and of the other covenants, agreements and conditions hereinafter contained to be kept, performed and observed by said Lessee, does hereby let and lease unto said Lessee the premises located at _____, Moses Lake, County of Grant, State of Washington, to be used and occupied by the Lessee and his immediate family as a private residence and for no other purpose, for the term beginning on _____, 20__ and ending on _____, 20__ and thereafter continuing on a month to month basis. Premises are leased only to _____ adults and _____ children aged _____.

2. Rent. The Lessee, in consideration of the demise and of the covenants and agreement made hereby by said Lessor, leases said premises for said term and does hereby promise to pay on or before the 1st day of each month to said Lessor, its representatives and assigns as rental for said premises as follows:

BASIC RENT	\$ _____
UTILITIES: Water, Sewer and Garbage	\$ _____
LEASEHOLD TAX	\$ _____
TOTAL MONTHLY PAYMENT	\$ _____

3. Condition of Premises. The Lessee accepts said premises in their present condition and agrees to keep said premises in a good clean condition, to make no alterations or additions to the same; to commit no waste thereon; to obey all laws and ordinances affecting said premises; to replace all glass broken or cracked; to repay the Lessor the cost of all repairs made necessary by the negligent or careless use of said premises; and, to surrender the premises at the termination hereof in like condition as when taken, normal wear and tear resulting from ordinary use of the premises excepted. The Lessee will be responsible for yard maintenance and snow removal. Lessor will be responsible for exterior painting. All repairs shall be performed solely by Lessor, its agents or assigns. Lessor shall not be responsible for any unauthorized repairs.

4. Delivery of Possession. It is understood that if the Lessee shall be unable to enter into and occupy the premises leased at the time provided by reason of said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or a result of any cause or reason beyond the direct control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefore but during the period the Lessee shall be unable to occupy said premises as herein before provided, the rental therefore shall be abated. If said Lessor is not able to deliver possession within ten (10) days of the date named for the commencement of said term, the Lessee may cancel and terminate this lease.

5. Utilities. The Lessor shall furnish water, sewer and sanitation. Lessee shall furnish all other utilities. The TENANT agrees to pay the LANDLORD for excess water usage specified below:

April – October maximum water allowance is \$75.00

November – March maximum water allowance is \$55.00

6. Destruction of Premises. In case of partial destruction or injury to said premises by fire, the elements or other casualty, the Lessor shall repair the same with reasonable dispatch after notice to him of such destruction or injury. In the event said premises are rendered totally untenable by fire, the elements or other casualty, the term granted shall cease and the rent shall be paid up to the date of such injury or damage.

7. Right of ReEntry. The Lessee shall not unreasonably withhold consent to the Lessor to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. The Lessor may enter the dwelling unit without consent of the Lessee in case of an emergency or abandonment. The Lessor shall not abuse the right of access or use it to harass the Lessee. Except in the case of emergency or if it is impractical to do so, the Lessor shall give the Lessee at least two (2) days notice of his intent to enter and shall enter only at reasonable times.

8. Assignment. The Lessee further covenants that he will not allow anyone to share said premises, keep roomers or boarders, nor assign, sublet or transfer said premises or any part thereof without the Lessor's consent endorsed in writing hereon; also, that the written assent hereon to one assignment or transfer of this lease or subletting shall not be considered as a waiver of this covenant by the Lessor to any subsequent assignment, transfer or subletting, nor shall such written assent to any assignment or transfer, release said Lessee from liability hereunder.

9. Condemnation. It is agreed by and between the Lessor and the Lessee that if the whole or any part of said premises hereby leased shall be taken by any competent authority for any public or quasipublic use or purpose, then and in that event, the term of this lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use of purpose. All damages awarded for such taking shall belong to and be the property of the Lessor.

10. Service of Notices. All notices required or desired to be given or served on Lessee by Lessor hereunder, either to terminate the tenancy or notice of termination or default, or otherwise may be served on Lessee personally, or on any person of majority of the demised premises, or by leaving said notice on the demised premises, or by sending said notice by U.S. mail, postage prepaid, addressed to Lessee of the demised premises, whichever one or more methods Lessor shall elect; and any and all such notices given, sent or served in any one of such manners, shall be fully effective service hereunder and fully effectual for the purpose involved.

11. Payment of Rent. All payments of rents shall be made on or before the 1st day of each month to **HOUSING AUTHORITY OF GRANT COUNTY, at 1139 Larson Boulevard, Moses Lake Washington 98837.**

12. Vacating Upon Termination. Lessee further covenants and agrees that upon the expiration of said term, or upon the termination of the lease for any cause, he will at once peacefully surrender and deliver up the whole of the above described premises together with all improvements thereon to the Lessor, his agents or assigns.

13. Holdover Tenancy. The Lessee covenants that his occupancy of the said premises beyond the term of this Lease shall not be deemed as a renewal of this lease for the whole term or any part thereof, but that the acceptance by the Lessor of rent accruing after the expiration of this lease shall be considered as a renewal of this lease for one (1) month only and for successive periods of one (1) month only.

14. Quiet Enjoyment. Said Lessor covenants that said Lessee on payment of all of the aforesaid installments and performing all the covenants and observing all the rules and regulations shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

15. Default. Provided that in any case any rent shall be due and unpaid or if default shall be made in any of the covenants herein contained, or if said premises shall be abandoned, deserted or vacated, then it shall be lawful for the said Lessor, his agents, attorneys, successors or assigns to reenter peacefully, and repossess the premises, and upon reentry as aforesaid, this lease shall terminate. In the event of reentry by the Lessor as herein provided, Lessee shall be liable in damages to said Lessor for all loss sustained.

16. Lease or Rental Agreement. It is understood and agreed that the terms Lessor and Lessee shall include the executors, administrators, successors, heirs and assigns of the parties hereto.

17. Notice to Vacate. Lessee agrees to pay the legal rent for each day after 12:00 noon Lessee overstays his lease period, or fails to remove personal belongings or fails to surrender all property keys in his possession or control.

18. Rental Late Charge and Returned Check Charge. Lessee agrees to pay a late charge of \$20 for rent paid after the 5th day of the month and \$20.00 for each dishonored check for any cause whatsoever. Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other terms or conditions hereof, shall at the option of the Lessor, allow Lessor to terminate this lease forthwith.

19. Pets. Lessee agrees that absolutely no live animals or birds of any description will be permitted under any circumstances without the express consent of the Lessor, in advance. In the event that Lessor agrees to allow for the housing of pets, the lessee shall pay a deposit in the amount of **\$300.00 per dog/per cat (\$50.00 is non-refundable).** There are limitations for animals so consult the pet policy before acquiring. Lessor reserves the right to request removal of any undesirable pet or to request Lessee to vacate.

20. Supervision of Children and Guests. Lessee agrees to personally supervise his children and guests at all times.

21. Illegal Use of Premises. The Lessee agrees not to commit or permit any waste, or nuisance, or any acts to be done on said premises in violation of any regulation, law or ordinance, and not to use or permit the use of said premises for any illegal or immoral purpose, and not to annoy, molest or in any way interfere with any other Lessee or Lessor in or about said premises, and Lessee agrees to abide by all rules and regulations of Lessor relating to said premises.

22. Lessee Damage and Security Deposit. It is understood that the property has been received in good condition and that upon the vacation of the premises the Lessee is obligated to return the same in its original condition, subject only to normal wear and tear resulting from ordinary use of the premises and that the Lessor may apply the deposit to cleaning and/or necessary repairs required to restore the premises to the condition received subject, as above noted, to normal wear and tear resulting from the ordinary use of the premises. The damage and cleaning deposits made hereunder shall not, however, relieve the Lessee from liability for damages occasioned the premises above the amount of the deposit sum. Lessee agrees to pay the costs of collection, including reasonable attorney fees for collection of said amount above the damage deposit as provided by law. Within fourteen (14) days after the termination of the rental agreement and vacation of the premises, the Lessor shall give a full and specific statement of the basis for retaining any of the deposit, together with the payment of any refund due the Lessee under the terms and conditions of the rental agreement. No portion of any deposit should be withheld on the account of normal wear and tear resulting from ordinary use of the premises. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THE DEPOSITS PROVIDED FOR HEREIN ARE FORFEITED BY THE LESSEE IF LESSEE MOVES OUT OR VACATES THE PREMISES IN LESS THAN TWENTY (20) DAYS. Lessee agrees to convey to Lessor before occupancy of said premises:

A.	First Month's Rent	\$ _____
B.	Damage and Cleaning Deposit	\$ _____
C.	Pet Deposit	\$ _____
	TOTAL	\$ _____

23. Abandonment. If Lessee defaults in the payment of rent and reasonably indicates by words or action, his intention not to resume tenancy, he shall be liable for costs of abandonment. Lessor may store Lessee's property and re-rent the premises without liability to Lessee. Lessee agrees to pay a reasonable storage fee to Lessor. After sixty (60) days from the date of default in rent, and after prior notice of such sale is mailed to the last known address of the Lessee, the Lessor may sell such property and may apply any income derived therefrom against moneys due the Lessor, including storage. Any excess income derived from the sale of such property shall be held by the Lessor for the benefit of the Lessee for a period of six (6) months.

24. Maintenance. Please make request for repairs or maintenance by telephoning 762-5341 between 8:00 a.m. and 4:00 p.m. daily. Emergency calls will be handled immediately. No charge is made for repairs or adjustments unless necessitated by negligence or mistreatment by a Lessee. Emergency phone number for weekends and after hours is **765-0611. Emergency number is only to be used for a true emergency.**

25. Light Bulbs. Each apartment will be equipped at time of occupancy with electric light bulbs. After move-in, Lessee is expected to replace burned-out bulbs.

26. Abandoned/Inoperative Vehicles. Tenant shall not allow abandoned, junked and/or inoperative vehicles to remain on the premises. Tenant shall remove said vehicles within ten (10) days of written demand by Lessor. Tenant's failure to remove vehicles after notice shall be deemed a breach of lease and subject Tenant to immediate termination of lease.

27. Mutual Agreement. The Lessor would not enter into this agreement except in sole reliance that Lessee will faithfully perform each and every covenant and condition herein.

IN WITNESS WHEREOF, the parties hereto have executed this lease, the day and year first above written.

HOUSING AUTHORITY OF GRANT COUNTY

By: _____
LESSOR **LESSEE**

LESSEE **LESSEE**