



SOCIAL JUSTICE AND PEACE

THROUGH INTERFAITH
UNDERSTANDING AND COOPERATION

PO Box 1221 | Olympia, WA 98507

Interfaith-Works.org

This Lease Agreement (hereinafter called the "Agreement") is made and executed in duplicate this day of by and between Interfaith Works dba Sandy's Flats, (909 Capitol Way S, Olympia, Washington) a nonprofit corporation, the owner and manager (hereinafter called the "Landlord") and _____ (hereinafter called the "Resident"). In consideration of the payment of the rents and the performance of the covenants contained herein on the part of the Resident and the Landlord, the Landlord does hereby rent to the Resident and, in consideration of the premises, the Resident does hereby rent from the Landlord upon these terms and conditions, the following property particularly described as follows:

1. Property:

Sandy's Flats
Unit # _____
909 Capitol Way S
Olympia, Washington

2. Term:

For the term of twelve (12) months commencing on: _____ and expiring on _____.

- a. If the Resident does not vacate the premises on or before the ending date specified in this section, this Lease shall automatically become a month-to-month tenancy at the stated rental rate, unless the Resident is either 1) served a notice of the Landlord's intent to not renew Resident's lease, served at least 60 days prior to the end of the term stated above, or 2) advised of an increase in the rate of rent with a 60-day notice of a rental increase. Should the Resident elect to vacate at the end of the Lease term, the Resident is required to give the Landlord twenty (20) days written notice (Item 18 of this Agreement). The Resident may terminate this Lease at the end of a successive term by giving written notice at least twenty (20) days prior to the end of the intended month. In the event this Lease converts to a month-to-month tenancy, the Landlord may terminate this Lease subject to the provisions of RCW 59.18.650.
- b. If the Resident vacates the premises prior to the expiration of the Lease with rent for the Lease term still due, the Resident shall be obligated for the rental payments for the remainder of the term of the lease, or until the premises have been re-rented, whichever is less, as provided for by Washington State Law (RCW 59.18). The balance of any security deposit due to the Resident shall be applied (after the premises have been returned to their condition prior to occupancy) to the balance due Landlord upon such



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abandonment prior to expiration of the lease.

3. Rent:

- a. Rent will be 30% of renters income per month or \$50, whichever is higher, due on the first of each month unless an alternate monthly due date is approved by the Landlord. Changes in income must be reported to the property manager within fourteen (14) days of change. Additional documentation for verification of income may be required. Renters may apply for a zero-income waiver through Interfaith Works. Rent will be considered late if received by the Landlord more than five (5) days after the 1st of the month or the alternate monthly due date. Residents may not transfer units unless necessary through a reasonable accommodation.

4. Security Deposit:

- a. No security deposit will be required upon move in.
- b. Condition of Dwelling Unit: By signing this Lease Agreement, the Resident acknowledges they have inspected the unit and that it is safe, clean, and in good condition. The Resident accepts the unit in its present condition and agrees that all appliances and equipment in the unit are in good working order, except as described in Sandy's Flats Move In/Move Out Inspection (Attachment A). The Resident also agrees that the Landlord has made no promises to decorate, alter, or improve the unit, except as listed on the Unit Inspection Report. Resident also acknowledges that Sandy's Flats is in a downtown area and that they may experience a noise level appropriate to activity in such an area. Resident must pay for all repairs or replacements arising from misuse or damage to appliances by the Resident or the Resident's occupants, or visitors during the Resident's occupancy.

5. Accessibility Rider:

Any Resident not requiring more accessible services and occupying a bottom floor unit must be prepared to move to an available second floor unit as soon as possible if someone requiring an accessible unit is a successful applicant for residency.

6. Utilities:

The following utilities are included in the monthly rent: electricity (including heat), basic wifi internet, water, sewer, and garbage. Telephone and cable TV costs are the sole responsibility of the Resident.



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7. General Restrictions:

Resident must occupy the premises. Resident shall use the premises as a private dwelling for themselves only. This Lease Agreement is being agreed to for the occupancy of the following person only:

Resident Name: _____.

- a. Resident may not receive mail for any persons other than those listed in this Lease Agreement. Resident cannot sublet or assign the unit or any part thereof, or any interest therein without the written authorization of Landlord. Landlord may withhold this consent at the Landlord's sole discretion. Resident and all visitors shall abide by all items described in the Sandy's Flats Resident Handbook (Attachment B). Failure to do so shall be grounds for eviction. Resident and visitors shall have due regard for the peace, comfort, and enjoyment of the other residents in the Village.

8. Additional Charges:

In addition to rent, the following charges will be made:

- a. As a convenience to the Tenant, the Landlord is willing to accept personal checks in payment of any obligation hereunder. However, in the event any check tendered to the Landlord is dishonored by the bank, then all future rent payments are to be made in cash, or by certified check or money order. There will be a service charge of \$30.00 for each dishonored check.

9. Resident Obligations:

- a. Resident agrees to abide by all items described in the Sandy's Flats Resident Handbook (Attachment B).

10. Restrictions on Alterations:

Resident agrees not to make any alterations to the unit including, but not limited to, any of the following without first obtaining Landlord's written permission. Landlord has no obligation to consent to alterations, except as required by applicable local, State, and Federal Fair Housing Laws. Specifically, resident shall not;

- a. Change or remove any part of the appliances, fixtures, or equipment in the unit.
- b. Paint or install wallpaper or contact paper in the unit.
- c. Attach awnings, window guards, or anything to the unit or external areas of the building.
- d. Build or attach any structure to the walls or ceiling in the unit.
- e. Remove windows or window screens for any reason.
- f. Install satellites (internet, radio, phone) on the unit.



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11. Keys and Locks:

Resident understands and agrees to the following:

- a. Landlord agrees to provide to the Resident all applicable keys.
- b. Resident shall not install additional or different locks for the unit.
- c. Resident shall not give or lend keys to non-residents.
- d. Upon termination of this Lease Agreement, the Resident shall return all keys to Landlord. Landlord will charge the Resident \$15.00 for each key not returned.
- e. The keys shall not be duplicated for any reason except by the Landlord. In the event locks are changed at the Resident's request or when keys are lost, Resident shall be charged actual cost for such replacement. This charge shall not be added to Resident's rent payment.
- f. If a resident has been locked out of their unit during business hours, a staff member can unlock the unit at no cost. After business hours staff will assist with lockouts until 10:00 p.m.
- g. The first incident of lockout will be provided at no cost, any further lockouts will be at a cost of \$25.00 per incident.

12. Access by Landlord:

Resident understands and agrees to the following:

- a. Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of a minimum of forty-eight (48) hours of Landlord's intent to enter the unit, and to enter the unit only after receiving the Resident's consent to do so.
- b. Consent shall not be unreasonably withheld, except when emergency situations make such notices impossible or except under Paragraph (c) below. Unreasonably withholding consent can result in the Resident's liability to the Landlord in the amount of \$100.00 pursuant to RCW 59.18.150.
- c. Resident shall permit the Landlord, its agents, or other persons (when authorized by Landlord) to enter the unit for the purpose of making reasonable repairs, improvements, and periodic inspections.
- d. After Resident has given a Notice of Intent to Move, the Resident agrees to permit the Landlord to show the unit, on reasonable notice, to prospective tenants during reasonable hours.
- e. If Resident vacates the unit before the end of any monthly rental period, Landlord may enter the unit to remodel, alter, or otherwise prepare the unit for re-occupancy.



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13. Holdover:

In the event either the Landlord or the Resident terminates this agreement using a Twenty-day Notice as provided herein, Resident agrees to vacate the premises before 5:00 p.m. on the last day of the monthly rental term. Should the Resident fail to vacate on or before the expiration (or termination date) the holdover shall be presumed to be willful and deliberate. The Landlord shall commence legal action to evict Resident; to take possession of the premises; and to recover damages incurred through the loss of a prospective Resident and other expenses incurred (due to breach of this condition of the Lease Agreement, including but not limited to, attorney's fees).

14. Attorney's fees:

In the event that a lawsuit is initiated for damages arising out of one of the party's failure to abide by this agreement, or a lawsuit for Unlawful Detainer under RCW 59.18, et seq., the prevailing party may move the court for an award of attorneys pursuant to RCW 59.18.290, or other section under RCW 59.18 permitting an award for attorney's fees.

15. Abandonment/Default:

Resident's absence from the premises for fifteen (15) consecutive days while all (or any portion of the rent is unpaid) shall be deemed an abandonment of said premises (unless Resident has indicated otherwise to Landlord), and this tenancy shall (at the option of the Landlord) terminate without further notice. In such an event, the Landlord may dispose of all Resident's property remaining on said premises in a manner consistent with the prevailing Landlord/Tenant law and re-rent said premises. Furthermore, in the event rent is fully paid, the absence of a Resident from the premises for more than thirty (30) consecutive days or absence from the premises for more than sixty (60) days during a calendar year shall be grounds for termination of this Lease Agreement (unless Landlord agrees in writing to an exception to this requirement).

16. Resident's and Landlord's Liabilities:

Resident understands and agrees to the following:

- a. It is the Resident's choice whether to obtain Renter's Insurance (covering personal property) and the Resident further agrees that all personal property in the unit (and any designated storage areas) shall be at the risk of the Resident.
- b. Resident releases Landlord from any liability for loss of damage to Resident's property while located in the unit or in any other part of the Village (unless such damage is caused by Landlord's gross negligence).
- c. No property shall be stored outside the unit except in areas designated by the Landlord for such use.



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- d. Resident shall remove all property from the premises immediately upon termination of tenancy. In the event such property is not so removed, the Landlord may dispose of the same without any liability to the Landlord.
- e. Resident releases the Landlord from all liability to person and property suffered by the Resident while on said premises or on the premises of which the unit is a part.
- f. Resident shall hold the Landlord safe and harmless from liability for any injury or damage to any person or property resulting from the acts, omission, or negligence of Resident or Resident's visitors.

17. Resident's Notice to Vacate to Landlord and Landlord's Notice to Resident to Vacate:

The Resident may terminate this Lease Agreement if it has been converted to a month-to-month tenancy by giving twenty (20) days written notice, which shall be given at least twenty (20) days or more before rent is due. Landlord may terminate this Lease Agreement as otherwise provided by law.

18. Vehicles:

Resident understands and agrees to the following:

- a. Parking is assigned to residents and must display any passes issued by Landlord.
- b. Residents are limited to one vehicle per unit. Vehicles must be registered with the Landlord.
- c. All vehicles must be operable and street legal (i.e., no flat tires, broken windows, fluid leaks, supports, etc.). Any vehicle that in reasonable determination is unsightly, unsafe, unauthorized, unlicensed, abandoned, improperly parked, illegally parked, impedes traffic, impedes property operations, leaks, or is inoperable will be towed at the Owner's or Resident's expense. Vehicles declared abandoned will be towed with 24 hours of notice.
- d. Landlord is not responsible for any damages that occur while parking on the property.
- e. Residents shall not wash or repair vehicles on the premises.
- f. No trailers, motor homes, boats, campers, or large trucks are allowed on parking facilities.
- g. Staff reserves the right to manage or change parking rules as necessary.
- h. No storage of vehicles is permitted.

19. Non-Waiver:

Landlord's action or inaction shall not be deemed to be a waiver of any provision of this agreement.



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20. Acknowledgment of Receipt:

This Lease Agreement is made and executed in counterpart this _____ day of _____ by and between Interfaith Works dba Sandy's Flats, (909 Capitol Way S, Olympia, WA 98512) a nonprofit corporation, the owner and manager (hereinafter called the "Landlord") and _____ (hereinafter called the "Resident"). Resident also acknowledges that they have been provided and agree to the following as material terms of this lease agreement. Resident agrees that all rules and provisions in the handbook are incorporated into the lease and are material terms of the lease for purposes of RCW 59.18.650(2)(b).

Attachment A – Move-in Move-out Inspection Report

Attachment B – Sandy's Flats Resident Handbook

Attachment C – Key and Mail Receipt

Attachment D – Fire and Safety Policy

Resident's Signature _____ Date _____

Property Manager's Signature _____ Date _____