

RESIDENTIAL LEASE

This Indenture of Lease, made and entered into this _____ day of _____(MONTH), _____(YEAR), by and between PROSSER MERCER BUILDING LLC. hereinafter Lessor, and _____ hereinafter Lessee,

WITNESSETH:

1. Description. The Lessor, for and in consideration of the rentals hereinafter provided and the covenants and agreements hereinafter contained, hereby demises, lets and leases unto the Lessee the following described premises:

Suite Number_____, Prosser Mercer Building, 715 6th Street, Prosser, Washington, 99350.

2. Length of Term and Rent.

(a) Extended Lease. Lessee shall be entitled to Have and to Hold the premises for the term of _____month(s), beginning _____(MONTH), _____(DAY), _____(YEAR) and ending _____(MONTH), _____(DAY), _____(YEAR).

(b) Month-to-Month Lease. Lessee shall be entitled to Have and to Hold the premises on a month-to-month basis. Beginning _____(MONTH), _____(DAY), _____(YEAR).

Monthly rent shall be _____, beginning _____, and payable on the _____ day of each month and every month thereafter at _____ (LOCATION). Rent is considered late after the _____ day of the month. A late fee of _____ will be assessed after this date.

3. Use of the Premises. Lessee agrees to use the premises solely for the purpose of a residence. Lessee shall have the peaceful use and possession of the premises during the term hereof. Lessee shall make no alterations, changes, or improvements to the premises without first obtaining the approval of the Lessor for each specific alteration, change, or improvement that Lessee desires to make. Any improvement so then shall become Lessor's sole property.

4. Lessor's Right of Entry. Lessor may enter the premises to inspect, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to actual or prospective purchasers, mortgagees, workman or contractors. Unless it is impracticable to do so, the Lessor shall give the Lessee at least two days notice of his intent to enter. The Lessor may enter the dwelling until without consent of the Lessee in case of an emergency, plumbing, electrical, or abandonment.

5. Abandonment of Rent. If the Lessee abandons the tenancy and is in default in rent, the Lessor may immediately enter and take possession of any property of the Lessee found on the property and may store the same in a reasonably safe place. After sixty (60) days from the date of default in rent, and after prior notice of the sale, the Lessor may sell such property and use the proceeds therefrom against money due the Lessor.

6. Damage Deposit. Lessee agrees to pay _____ (DOLLAR AMOUNT) as a damage deposit to the Lessor. All, or part, of the deposit may be withheld to cover the cost of carpet

cleaning at the end of the lease. All, or part, of the deposit may be withheld to indemnify the Lessor for damages to the premises for which the Lessee is responsible, except for such damages as was caused by normal wear and tear. The condition of the premises is now as follows:

Walls:

Floors:

Countertops:

Carpets:

Drapes:

Furniture:

Appliances:

Other Damages:

Within fourteen (14) days after 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.

7. Sub-leasing. The Lessee shall not sub-let the premises or any part thereof or assign this lease without the written consent of the Lessor.

8. Insurance. It is agreed by and between the parties hereto that the Lessee will maintain a renters insurance policy sufficient to insure against loss, damage or injury to any person occasioned to them upon the leased premises.

9. Destruction of the Premises. In the event that the premises are destroyed by fire or other casualty or condemnation, this lease shall terminate unless the parties otherwise agree. Lessee shall be entitled to no moneys from any condemnation proceeding.

10. Covenant Binding Assigns. The covenants, conditions and terms of this lease shall be binding upon the respective parties and their successors and assigns.

11. Lessor's Duties. The Lessor will at all times during the tenancy, keep the premises fit for human habitation. Lessor shall comply with all provisions of RCW 59.18 et seq.

12. Lessee's Duties.

(a) The Lessee shall pay the rental amount at such times and in such amounts as provided above in this rental agreement.

(b) Lessee shall comply with obligations imposed upon Lessee generally by applicable provisions of all municipal, county, and state codes, statutes, ordinances and regulations.

(c) In addition Lessee shall:

(i) keep that part of the premises which he occupies and uses clean and sanitary.

(ii) properly dispose from his dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner, at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the Lessee.

(iii) properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances supplied by the Lessor;

(iv) not intentionally or negligently destroy, deface, damage, impair, or remove any

part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his family, invitee, licensee, or any person under his control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;

(v) not permit a nuisance or common waste;

(vi) not engage in drug-related activity at the rental premises with the knowledge or consent of the Lessee; and (vii) upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by the Lessor.

13. Lessor's Remedies and Rights of Termination. Any substantial noncompliance by the Lessee of his/her duties under section TWELVE (12) above, shall constitute a ground for commencing an action in unlawful detainer in accordance with RCW 59.12. In addition, Lessor may, if such noncompliance can substantially effect the health and safety of the Lessee or other Lessee, or substantially increase the hazards of fire or accident, can be remedied by repair, or replacement of a damaged item, or cleaning, the Lessee shall comply within thirty (30) days, after written notice from the Lessor, specifying the noncompliance, or in the case of emergency, as promptly as conditions require. If the Lessee fails to remedy the noncompliance within that period the Lessor may enter the dwelling unit and cause the work to be done and submit an itemized bill of the actual and reasonable cost to repair, to be payable on the next date when periodic rent is due, or on terms mutually agreed to by the Lessor and Lessee, or immediately if the rental agreement has been terminated.

14. Lessee's remedies: Upon breach of this agreement by the Lessor the Lessee shall have all the remedies available to him under RCW 59.18.010 et seq.

15. Additional rights of Termination: In addition to other rights of termination herein the Lessor and Lessee may by mutual agreement and by express written agreement terminate this lease at any time.

16. Holdover: If Lessee lawfully holds over, after the expiration of the term of this lease, such tenancy shall be a month to month tenancy. During such tenancy Lessee agrees to pay Lessor the same rate of rental as provided herein, and to be bound by all of the terms, covenants and conditions herein specified.

17. Force Majeure: Lessor's failure to perform any of its obligations under this lease shall be excused if due to causes beyond the control and without the fault or negligence of the Lessor, including but not restricted to acts of God, acts of the public enemy, acts of any government.

18. Miscellaneous:

(a) Non-waiver. No failure of Lessor to insist upon the strict performance of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No acceptance of rent or of any other payment by Lessor from Lessee after any default by Lessee shall constitute a waiver of any such default or any other default. Consent by Lessor in any one instance shall not dispense with necessity of consent by Lessor in any other instance.

(b) Attorney's fees. If an action be commenced to enforce any of the provisions of this lease, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys' fees.

(c) Captions and Construction. The captions in this lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(d) Partial Invalidity. If any term or provision of this lease or the application thereof to

any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be invalid and be enforced as written, to the fullest extent permitted by law.

(e) Governing Law. This lease shall be governed by the law of the State of Washington.

(f) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing, signed and acknowledged by both parties.

(g) Lessor's Consent. Except in the case of assignment or subletting, Lessor shall not unreasonably withhold its consent where such consent is expressly provided for in this lease.

(h) Interpretation. This lease has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

(i) Remedies Cumulative. The specified remedies to which Lessor may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled in case of any breach or threatened breach by Lessee, of any provision of this lease. In addition to the other remedies in this lease provided, Lessor shall be entitled to the restraint by injunction of the violation or attempted or threatened violation, of any of the covenants, conditions or provisions of this lease.

(j) Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option of privilege and shall impose no obligation upon the party which may exercise such option of privilege; use of the word "shall" shall denote a duty or an obligation.

(k) Lessee's Liability. Each Lessee, and all general partners of any partnership which is a Lessee, shall be jointly and severally liable under this lease.

(l) Commissions. The parties warrant and represent to each other that no broker's

commission is payable as a result of this lease.

(m) Lease Year. As used herein, the term "lease year" shall mean a 12 month period commencing on the date the term of this lease commences and each 12 month period commencing on each anniversary thereof.

(n) Time. Time is of the essence to this lease.

(o) Conflict of Provisions. In case of conflict, the more specific provision of this lease shall control.

(p) Binding Effect. Subject to the provisions above, this agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

Executed as of the date first above written.

LESSORS

Agent for Prosser Mercer Building LLC.

LESSEES

Print Name

Print Name

Sign Name

Sign Name

Permanent Mailing Address

Permanent Mailing Address

Email

Email

Phone Number

Phone Number

Prosser Mercer Building LLC Rules

Please review and initial each residency rule for Lessees at the Prosser Mercer Building. Any violation of these rules will result in a termination of your lease.

- _____ 1. No smoking within building; a designated smoking area has been provided by management
- _____ 2. No open flames in the building
- _____ 3. No pets of any kind are allowed
- _____ 4.
- _____ 5.
- _____ 6.
- _____ 7.
- _____ 8.

Front Gate Code: _____ Back Door Code: _____

Back Gate Code: _____ Suite ____ Door Code: _____

Wifi: _____ PW: _____

I have read and initialed the above list of residency rules for the Prosser Mercer Building LLC. I understand that a violation of any of the above-listed rules will result in a termination of my lease.

LESSEES

Please Print Name

Please Print Name

Sign Name

Sign Name

