

AFTER RECORDING RETURN TO EACH (COPY TO TENANT / ORIGINAL TO LANDLORD):

Department of Social and Health Services
Leased Facilities and Maintenance Operations
Property
c/o Kelly Lerner
316 W Boone Ave Suite 756
Spokane, WA 99201

Landlords of Rental Agreement

State Rental Agreement SRA _____
Project No. _____

(_____)___/cns
Date: _____
Page 1 of 13

RESIDENTIAL RENTAL AGREEMENT

This RESIDENTIAL RENTAL AGREEMENT is made and entered into between Lessors for their heirs, executors, administrators, successors, and assigns, hereinafter called the Landlord, and the State of Washington, Department of Social and Health Services, Developmental Disability Administration, in accordance with RCW 43.82.010, hereinafter called the Tenant.

WHEREAS, the Department of Enterprise Services is granted authority to lease property under RCW 43.82.010;

WHEREAS, the Director of the Department of Enterprise Services is also granted authority to delegate the leasing function to agencies;

WHEREAS, the Director has so delegated the authority for this Rental Agreement;

WHEREAS, the Landlord and Tenant deem it to be in the best public interest to enter into this Residential Rental Agreement and each subsequently attached mutual addendum(s);

WHEREAS, the terms and conditions of this agreement are subject the Residential Landlord-Tenant Act, Chapter 59.18 RCW;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOW:

The Landlord hereby rents to the Tenant the following described premises:

Common Street Address: Address

Approximately XXXX gross square feet of residential space and its full legal parcel area: to include; located at address.

USE

1. The premises shall be used by the Department of Social and Health Services, Developmental Disability Administration (DDA) expressly for the following purpose(s): Residential use of DDA client(s) in the State Operating Living Alternatives (Children’s SOLA) program, their families and invitees, and staff to support said clients.

TERM

3. This Agreement shall be effective from February 1, 2020 through to January 31, 2025.

RENTAL RATE

4. The Tenant shall pay monthly rent to the Landlord for the premises at the following rates:

Term

Amount in words

\$XXX per month

Payment shall be made at the end of each month upon submission of properly executed vouchers. If any payment under this Lease is not timely made, and following notice of the Landlord, the payment is not received within five (5) days of receipt of written notice that the same is past due, Lessee shall pay a late fee of One Hundred and Fifty dollars (\$150) Payment plus interest of one percent (1%) per month, or fraction of a month late if less than a full month, per RCW 43.17.240 for all amounts owed (including late fees and insufficient fund charges) until paid in full. There shall be an additional charge of \$50.00 for any check returned for insufficient funds. Interest shall be compounded monthly and added to all amounts until account is current.

DAMAGE DEPOSIT

5. Consistent with the terms described below, DDA-CCSS shall pay the following Security Deposit which may be fully refundable based on Tenant performance and property condition at move out:

\$XXX Dollars

5.1 Exhibit A to this Lease contains a checklist specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, which is to be used to compare the original condition to the condition at move out. Lessee shall not be responsible for ordinary wear and tear.

5.2 Within twenty-one days after termination or conclusion of this Rental Agreement, Landlord shall give a full and specific statement of the basis for retaining any/all of the deposit together with payment of any refund or invoice for additional owed of the security deposit paid by DDA-SOLA. The Landlord shall mail the statement to DDA-SOLA at the address provided under section "28 - NOTICES" of this mutual initial lease contract. The deposit shall not be withheld on account of any normal wear and tear resulting from ordinary use of the premises. If Landlord fails to give such statement together with any invoice or refund due to DDA-SOLA within the time limit specified above, Landlord shall be liable to DDA-SOLA for the full amount of the deposit.

EXPENSES, MAINTENANCE AND REPAIR

6. During the term of this Residential Rental Agreement, Landlord shall pay and keep current all real estate taxes, mortgage payments, property assessments, and insurance.

6.1 During the term of this Residential Rental Agreement, Tenant shall arrange for and pay for all utilities and services from day of first possession through the end of last day of possession; including but not limited to: natural gas, water, electricity, internet, cable, landscape and irrigation water, professional landscape maintenance, sprinkler system maintenance, annual septic system maintenance and every other year pumping, janitorial services, light bulbs, smoke and carbon detector batteries, Tenant caused damages/repairs, mutually agreed Tenant alterations/improvements/modifications, collection of yard waste, garbage and recycling.

6.2 Landlord may request receipts and/or with proper notice, conduct inspection of premises as proof of premises being properly maintained by Tenant. DDA-SOLA is self-insured, responsible for all occupants and proper performance of premises, and will provide Landlord with copy of policy.

6.3 Tenant responsible for all kitchen appliances in the home (stove, oven, dishwasher, refrigerator... etc); to include proper use and professional maintenance and repairs.

6.4 The Tenant shall at all times, keep the premises clean, sanitary, and in good condition during the continuance of this Residential Rental Agreement; however, the Tenant shall not be responsible for ordinary wear and tear.

6.5 The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Residential Rental Agreement. For the purposes of maintaining and repairing the premises, responding to an emergency, or to show the premises to a prospective buyer, inspector, insurance agent and/or tenant, the Landlord reserves the right at reasonable times and with 24 hours prior notice, except in the case of an emergency, to enter and inspect the premises and to make any necessary repairs to the building. Landlord's maintenance and repair obligations shall include, but not be limited to, non-repairs, maintenance and replacement (not resulting from Tenant or subtenant negligence) that are mechanical, electrical, interior lighting, plumbing, ventilating and HVAC systems; inside and outside walls (including entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; driveway/parking area drainage; and continuous satisfaction of all governmental requirements generally applicable to similar residential units in the area (example: fire, building, energy codes, indoor air quality, etc.). The Landlord shall not be responsible for repair or maintenance caused by Tenant nor any alterations or improvements installed by or for the Tenant. Such alterations shall be fully maintained at the sole expense of the tenant.

6.6 If a repair involves a condition known to the Tenant whereby the passage of time will substantially worsen damage to the Premises, such as a plumbing leak that causes obvious water damage that is known to the Tenant, Tenant must give Landlord written and dated notice of the repairs within 72 hours of Tenant's discovery, in order for Landlord to be responsible to repair, otherwise Tenant shall be responsible.

RENEWAL/CANCELLATION

7. Landlord shall offer Tenant an updated renewal of Residential Rental Agreement for an additional five (5) year lease under the same terms, except rent which is subject to the following limitation: in the initial year of the new lease, the rental rate in the new lease shall not be higher than the last year of the prior lease plus the greater of 3% or the latest available CPI-U, Pierce County.

ASSIGNMENT/SUBLEASE

8. The Tenant may assign this Residential Rental Agreement or sublet the premises only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Tenant shall not permit the use of the premises by anyone other than the Tenant, such assignee or sublessee, and the employees, agents and servants of the Tenant, assignee, or sublessee.

TENANT IMPROVEMENTS

9. The Tenant, upon the written authorization of the DSHS Leased Facilities team, shall have the right during the existence of this Residential Rental Agreement, only with the prior express written permission of the Landlord (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs (collectively "improvements" or individually "improvement") in or upon the premises hereby leased. Such improvements on behalf of the tenant shall be authorized, managed, and executed by the DSHS Leased Facilities team. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Upon Lease termination or expiration, any improvements placed in or upon or attached to the premises shall be the property of the Landlord, and the Tenant shall have no obligation or right to remove an improvement unless otherwise provided in the Landlord's written approval related to that specific improvement. No improvement of any kind may occur without first obtaining a Landlord approved written agreement. Any damage caused by Tenant's install and/or removal of any of the above items shall be properly repaired by the Tenant at their sole expense.

PREVAILING WAGE

10. Landlord agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Agreement only if Landlord cannot fix the issue itself, or when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Residential Rental Agreement will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Residential Rental Agreement as though fully set forth herein.

PAYMENT

11. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

DISCLOSURE

12. Tenant Acknowledges the Landlord has made the following disclosures regarding the premises:

- a. **YEAR BUILT:** Home originally built in XXX and has been fully remodeled prior to Tenant possession.
- b. **PUBLIC SAFETY:** Dwelling unit is equipped with required battery-operated smoke and carbon detection device in working order at the time of signing Agreement.
- c. **MOLD/LEAD PAINT:** DDA-SOLA has a copy of the State-approved mold information hand-out for the premises per RCW 59.18.060(12). For pre-1978 housing, a Federally-approved pamphlet on lead poison prevention is also provided. **BEWARE:** Touching, breathing or eating lead paint chips/construction dust can be hazardous to people...*especially children!*

PETS

13. No animal, bird, reptile or other pet will be kept on the premises, except properly trained service animals needed by the blind, deaf, or disabled persons.

COMPLIANCE WITH STATE/FEDERAL LAWS

14. Landlord and Tenant are responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the leased premises.

DAMAGE AND DESTRUCTION

15. To the extent allowed by law, the Tenant hereby agrees to repair damages caused by the negligence of Tenant, including its employees, clients and agents (hereafter "Tenant's negligence") but in no event shall this paragraph be construed as diminishing the Landlord's or Tenant's duty to make repairs as set forth in the preceding paragraphs of this Residential Rental Agreement, or as making Tenant responsible for the repair of normal wear and tear.

15.1 In the event the premises are destroyed or injured by fire, earthquake or other casualty not caused by Tenant's negligence so as to render the premises unfit for occupancy, and the Landlord(s) neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Residential Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such

destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

16. It is understood that no guarantee, express or implied, representations, promises or statements have been made by the Landlord or the Tenant unless endorsed herein in writing. And it is further understood that this Residential Rental Agreement shall not be valid and binding upon the State of Washington, unless the same has been approved by the Director of the Department of Enterprise Services of the State of Washington or his or her designee and approved as to form by the Office of the Attorney General. Proof of this Agreement's validity and binding effect is shown by the legal notarization by a third party, verifying each listed signator's voluntary acceptance. Any amendment or modification of this Agreement must be in writing and signed by both parties.

HAZARDOUS SUBSTANCES

17. Landlord warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Tenant.

DUTY TO CURE

18. Upon receiving notice of a condition requiring a cure, the party obligated to effect the cure shall initiate and complete cure or repair of such condition within a reasonable time. A condition requiring cure includes, without limitation: (1) a condition for which the Lease requires either party to undertake repair/ replacement and/or other maintenance of the Premises, (2) a condition where either has failed to maintain a service or utility account in good standing as required by the Lease, and (3) any other condition resulting from a party's failure to carry out any obligation under the Lease, including without limitation obligations for rent, charges, improvements, alterations, and/or deferred maintenance, and remediation of damages for which a party is responsible under the Lease. Premises include all fixtures and equipment provided within the Premises by the Landlord.

The term "reasonable time" as used within this paragraph of the Lease shall mean as soon as reasonably possible but no longer than thirty (30) days, unless either (1) an emergency condition exists requiring an immediate cure to promptly begin without delay, usually within hours and to be complete within 24 hours to the extent reasonably possible in light of the nature of the condition and circumstances, or (2) a non-emergency condition exists that is not reasonably possible to cure within 30 days with due diligence and the breaching party provides the level of cure or preparation for cure that is reasonably possible to do with due diligence within 30 days.

If an emergency or non-emergency condition exists that is not reasonably possible to completely cure within 24 hours or 30 days, respectively, the party obligated to cure shall so notify the other party within 24 hours or 30 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible. It is not a justifiable ground for delay that the party obligated to effect the cure does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

The term "emergency condition" shall mean a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the premises. Notice under this paragraph may be by the means allowed in the Notice paragraph, but in addition includes actual notice/awareness that Lessor or Lessee has of a condition independent of any such notice.

SELF HELP

19. If the party obligated to effect the cure does not cure within the time required by this Lease, the other party may cure all or part of the default after providing notice to the party obligated to effect the cure of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default. If the nonbreaching party is the Tenant, the Tenant may deduct all reasonable costs incurred from rent or other charges owed to Landlord - and must provide Landlord with receipts and pictures as proof. If the nonbreaching party is the Landlord, Landlord will submit properly executed vouchers and proof of payment to Tenant and Tenant shall remit payment to Landlord within ten (10) days. A party's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which the other party is responsible, and all administrative costs the non-breaching party reasonably incurs and documents in performing or arranging for performance of the cure.

The nonbreaching party is under no obligation to cure some or all of the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.

If the Tenant elects to cure using self-help in part or whole, the Landlord shall defend, save, and hold harmless Tenant, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with such cure, except where RCW 4.24.115 is applicable and injuries and/or damages are caused by the sole negligence of the Tenant, its agents, or employees. If RCW 4.24.115 is applicable and liability for damages arises out of bodily injury to persons or damages to property and is caused by or results from the concurrent negligence of the Tenant, its agents, or employees, Landlord's liability, including the duty and cost to defend, hereunder shall apply only to the extent of the negligence of Landlord, its agents, or employees.

CAPTIONS

20. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

ORDER OF PRECEDENCE

21. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Washington state and federal statutes and rules.
- b) This Agreement.
- c) Any Exhibit or Attachments to this Agreement and other materials incorporated by reference.

SEVERABILITY

22. If any provision of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms and conditions of this Agreement.

WATER DAMAGE

23. The Landlord shall be responsible to compensate the Tenant, its employees, or agents for any damage to their property that results from water damage, including without limitation leaks to roofs, broken or leaking pipes of any type that are part of the premises, and infiltration or flow of water from the ground or the

foundation. Provided, this responsibility shall not apply to the extent such water damage arose from the negligence of the Tenant, its employees, or agents.

NOTICES

24. Wherever in this Residential Rental Agreement written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LANDLORD: **name and address**

TENANT: Department of Social and Health Services
Developmental Disabilities Administration – SOLA
1009 College St SE Suite 100
Lacey, WA 98503

INTEGRATED DOCUMENT

25. This Rental Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the rental of Premises and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

IN WITNESS, Department of Social and Health Services and landlord/agent have reviewed this Residential Rental Agreement as completed, and hereby finds it severable and reasonable, and agrees to same as provided or modified per RCW 59.18 (Washington State Landlord-Tenant Law).

LANDLORD

STATE OF WASHINGTON

Landlord

Developmental Disabilities Administration - CCSS

Date: _____

Amy Price,
Developmental Disabilities Administration - CCSS

Landlord
Date: _____

Date: _____

RECOMMENDED FOR APPROVAL:

Kelly Lerner, Chief, DSHS Leased Facilities and
Maintenance Operations

Date: _____

APPROVED AS TO FORM:

By: _____
Joe Christy, Assistant Attorney General

Date: _____

State Rental Agreement No. _____

Date

Page 8 of 9

State Rental Agreement No. _____

Date

Page 9 of 9

STATE OF _____)
) ss.
County of _____)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that _____ signed and sealed the same as free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF _____)
) ss.
County of _____)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that _____ signed and sealed the same as free and voluntary act and deed, for the purposes and uses therein mentioned.

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Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____
