**Archdiocese - Residential Lease Agreement**

**<insert parish name>** (Parish**),** address being **<insert address>** and acting on behalf of the Corporation of the Catholic Archbishop of Seattle (CCAS) Lessor, leases to ***<insert name>****,* Lessee, the house located at <**insert address**>.

**THE FOLLOWING TERMS AND CONDITIONS:**

1. TERM: This Agreement is for lease on a term of <**insert months or years**> beginning on the <**insert date**> day of <**insert month**>, <**insert year**> and terminating on the <**insert date**> day of <**insert month**>, <**insert year**>. At the end of the term, the lease expires and any extensions of the lease duration/term shall be done in a written amendment signed by all parties.
2. RENT: The monthly rental to be paid by the Lessee to the Lessor (or parish) shall be <**insert dollar amount in written form**> <**insert dollar amount in number form**>. Such rent is to be paid on or before the first day of each month for which it is due.
3. SECURITY DEPOSIT: Lessee agrees to pay the sum of <insert dollar amount> as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. The deposit shall be kept in a trust account with <insert name of bank> whose address is <insert address>. Lessee’s liability is not limited by the amount of the deposit. Lessee is prohibited from applying any amount of the deposit to rental or other payments owed to Lessor. Any refund will be by a single check payable to all Lessees and they shall apportion any refund among themselves. Lessor’s itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Lessee’s forwarding address within 14 days after termination of this Agreement and vacation of the premises, conditioned upon Lessee’s compliance with the Agreement and the following:
4. Lessee shall have complied with all the conditions of this Agreement;
5. Resident shall clean and restore the premises to its condition at the commencement of the tenancy as evidenced by the Inventory and Inspection Checklist, which is incorporated herein by reference, less wear and tear from normal usage,
6. Lessee shall surrender all keys to Lessor;
7. Resident to bear the cost to replace or repair any missing or damaged property or fixtures provided by the owner.
8. OCCUPANCY: The property is rented for occupancy by <**insert number**> adults and <**insert number**> children. Lessee will not make or suffer any unlawful, improper or offensive use of the premises, nor any use which shall be injurious to any person or property; nor shall there be any use or occupancy of the premises contrary to any federal, State of Washington or local rule, regulation, statute or ordinance. Lessee shall not assign or sublet this Lease or any portion of the property without Lessor’s written consent.
9. UTILITIES: Lessee shall pay all utilities without delinquency, no exceptions.
10. MAINTENANCE: Lessor will maintain the property in good repair. Lessee agrees to maintain the interior of the property as well as any yard and/or lawn in good condition during the term of the Lease. Lessee agrees that at the expiration of this Lease, they will surrender the leased property in the same condition and repair as when received, or as renovated during the term of this Lease, reasonable wear and tear, or damage by fire or Act of God excepted. Lessee shall not make any alterations, additions, painting or improvements to the dwelling or property, nor change or add additional locks, nor change or add additional telephone or cable TV jacks, not install any wires, satellite TV antennas, cables or aerials for radio or TV purposes on the roof or other parts of the dwelling or property without the prior written approval of the Lessor. In the event consent is given, all such alterations or additions shall be made at the sole expense of the Lessee and shall become the property of the Lessor 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 dwelling or property. The use of tacks, nails or adhesives on walls and woodwork should be kept to a minimum. Lessee agrees to keep sidewalks adjoining premises free and clear of all obstructions, including ice and snow.
11. INSPECTION/SALE: Lessor shall have the right to enter and inspect the property at all reasonable times. Except in the case of emergency; suspected or actual abandonment by Lessee and where otherwise impractical; Lessor or Agent shall give at least two days written notice of intent to enter and inspect. Lessor retains the right to show the property to prospective tenants during the last thirty (30) days of Lessee’s occupation. Lessor also retains the right to show the property to prospective purchaser during Lessee’s occupation.
12. PETS & ANIMALS: Except for service animals as defined in law, Lessee shall not have pets or animals, including mammals, reptiles, birds, fish, rodent, insects, upon the property, nor allow visitors or guests to do so. If permission for pets is given, no pet noise shall be allowed to disturb neighbors and it is the Lessee’s responsibility to cleanup and dispose of their pet excrement on the property, sidewalks, street, alley, and neighboring properties.

Lessee Initials \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ Lessor Initials \_\_\_\_\_\_\_\_

1. FIREARMS: No handguns or rifles are allowed on the property at any time.
2. INSURANCE & HOLD HARMLESS: Lessee shall maintain Comprehensive Personal Liability Coverage, including Fire Legal Liability Coverage, in the amount of not less than five hundred thousand dollars ($300,000) per occurrence for the duration in which Lessee rents or uses the Parish property. It is further agreed that Lessee agrees to protect, indemnify, defend and hold harmless Corporation of the Catholic Archbishop of Seattle and the Parish against and from any claim or

cause of action arising out of or from any negligence or other actionable fault caused by Lessee or its family, invitees, employees, agents, members or officers. ***Lessee initials on page 3 of this Agreement indicate that the Lessee has obtained appropriate insurance and provided the Insurance Certificate as* Attachment A.**

1. ADDITIONAL INSURED: Lessee will name the Corporation of the Catholic Archbishop of Seattle (CCAS) and the Parish as an additional insured on its public liability insurance policy for the duration of Lessee’s renting or using Parish property for claims arising out of Lessee’s operations or made by Lessee’s employees, agents, students, guests, customers or invitees. Lessee must verify that its insurance policy is primary in the event of a covered claim or cause of action against the Parish. Lessee will provide proof, a Certificate of Insurance identified as Attachment A, to the Parish that the insurance requirements have been met as outlined in this contract. If and only if Lessee fails to fulfill the insurance requirements contained herein, the Lessee agrees to defend, hold harmless and indemnify CCAS and the Parish against and from any claim or cause of action arising out of Lessee’s operations or any claim or cause of action which is brought against CCAS and the Parish by Lessee, its employees, agents, students, guests, customers, invitees which is alleged against the CCAS and the Parish, even if such claim or cause of action arose from the negligence of CCAS and the Parish, its employees or volunteers, or the negligence of any other individual or organizations.
2. RENTER’S INSURANCE: Lessee understands that insurance coverage for Lessee’s personal property is Lessee’s sole responsibility and no responsibility for loss to Landlord.
3. CONDITION OF THE PROPERTY: Mutual understanding of the property’s condition - **Attachment B**. ***Lessee’s initials on page 3 of this Agreement acknowledge Lessee has viewed and documented the condition of the house.***
4. ADDITIONAL RULES AND OBLIGATIONS OF THE LESSEE: ***Lessee’s initials on page 3 acknowledge receipt of*** **Attachment C.**

1. LEAD WARNING STATEMENT: Dwellings built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 dwellings, Lessors/Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Disclosure is provided as **Attachment D.** Lessee must receive a federally approved pamphlet on lead poisoning prevention**. *Lessee’s initials on page 3 of this Agreement acknowledges receipt of the Lead Disclosure Form & pamphlet on lead poisoning prevention* (Attachment E).**
2. MOLD DISCLOSURE: **Attachment F** - ***Lessee’s initials on page 2 of this Agreement acknowledges receipt of the pamphlet entitled “A Brief Guide to Mold, Moisture and Your Home.”***
3. LANDLORD-TENANT LAWS: City and State laws may not be identical on any particular topic: therefore, both sets of laws should be consulted. The summary of Washington State and City of Seattle landlord/tenant regulations must be provided to tenants located in Seattle on at least an annual basis. **Attachment G (all other cities)** and **Attachment H (City of Seattle).** ***Lessee’s initials on page 3 of this Agreement acknowledges receipt of a copy of the summary of The Washington State Landlord-Tenant Act and for Seattle residents a copy of the Seattle Landlord-Tenant Laws entitled “Information for Tenants”.***
4. SMOKE ALARM: It is Lessor’s obligation to furnish and install the smoke alarm(s). It is the responsibility of the Lessee to maintain all smoke detection devices, including replacement of batteries. Lessee shall not tamper with, remove batteries, or otherwise disable any smoke alarms. RCW 48.40.140/WAC 212.10.050. ***Lessee’s initials on page 3 of this Agreement acknowledge that all smoke detection devices are installed and in proper working order as of the date this agreement is signed.***
5. CARBON MONOXIDE DETECTORS. State law RCW 19.27.530 requires CO alarms to be installed in apartments, condominiums, and single family residences. It is Lessor’s obligation to furnish and install CO alarms outside of each separate sleeping area, in the immediate vicinity of the bedroom, and on each level of the residence. The maintenance of the CO alarms, including the replacement of batteries, is the responsibility of the tenant, who shall maintain the alarm as specified by the manufacturer. ***Lessee’s initials on page 3 of this Agreement acknowledge that CO alarms are installed and in proper working order as of the date this agreement is signed***.

Lessee Initials \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ Lessor Initials \_\_\_\_\_\_\_\_

1. WATER HEATER: Pursuant to RCW 19.27A.060, Washington State requires upon occupancy, that the Lessor set the temperature control in an accessible domestic hot-water heater within a rental dwelling not higher than 120 degrees Fahrenheit or at the lowest setting on any water heater that cannot be set as low as 120 degrees F. ***Lessee’s initials on page 3 of this Agreement acknowledges that, if accessible, Lessee has inspected the hot-water heater and to the best of Lessee’s knowledge does not believe it to be set higher than 120 degrees Fahrenheit.***
2. Failure to comply with any of the above terms of this lease constitutes a breach of the agreement.

**Lessee Acknowledges Receipt of the following:**

* Attachment A - Certificate of Insurance
* Attachment B - Condition of the Property
* Attachment C - Additional Rules and Obligations of the Lessee
* Attachment D - Lead Disclosure Form
* Attachment E - Pamphlet - Protect Your Family From Lead In Your Home
* Attachment F - A Brief Guide to MOLD, MOISTURE and YOUR HOME
* Attachment G - Landlord Tenant Laws for all cities in the State of Washington
* Attachment H - Landlord Tenant Laws for City of Seattle Residents (**ONLY**)
* Smoke alarms are installed and working
* Carbon monoxide detectors are installed and working
* Water heater is set to below 120 degrees

LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PARISH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSOR: CORPORATION OF THE CATHOLIC

 ARCHBISHOP OF SEATTLE

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Edward J. Foster, Property & Construction Services Director

STATE OF WASHINGTON )

 ) ss.

COUNTY OF KING )

On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_, before me personally appeared, Edward J. Foster, to me known to be the Director of Property and Construction Services for the Corporation of the Catholic Archbishop of Seattle, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year above written.

 NOTARY PUBLIC in and for the State of Washington

 Residing at:

 My commission expires:

Lessee Initials \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ Lessor Initials \_\_\_\_\_\_\_\_