

ParkView Terrace

Peterson/Parkside LLC.

34124 N. Newport Hwy - Chattaroy, WA 99003 * Phone (509)324-0151

RENTAL AGREEMENT

THIS AGREEMENT is entered into between Peterson/Parkside, as Landlord, and **xxxxxxx**, as Tenant(s). It should be understood that this Rental Agreement between the parties is governed by the Mobile Home Park Landlord Tenant Laws RCW 59.et. seq.

1. **RENT/TERM.** Landlord rents to Tenant and Tenant rents from Landlord, Lot # 5 (hereinafter the "Lot"), located at 34124 N. Newport Hwy., in the City of Chattaroy, County of Spokane, State of Washington, for an initial term of one year, **commencing on the 1st day of September, 2021 (Anniversary Date) and ending the last day of August 31, 2021 at a monthly rental of \$ 375.00 PAYABLE ON OR BEFORE THE FIRST DAY OF EACH MONTH DURING THE TENANCY. ANY AND ALL RENTS WILL BE PAID BY CHECK OR MONEY ORDER ONLY; AT NO TIME WILL CASH PAYMENTS BE ACCEPTED.** All rents must be payable and mailed to Peterson/Parkside LLC. at 3917 N. Post St. Spokane, WA 99205. Tenant agrees that upon expiration of the original term, a new Rental Agreement shall be offered for a period of one year unless Tenant requests a waiver to that term and opts for a month to month tenancy. Lot to be exclusively used for placement of the existing Mobile Home. *The past five year's rental amounts charged for this Lot shall be available upon written request.*

2. **ADDITIONAL CHARGES:** There will be additional fees and costs should Landlord find it necessary to send Tenant any notice (i.e. Notice to Comply, Notice to Pay or Vacate, etc.), memo and/or letter regarding a deficiency in your tenancy. A minimum charge of \$35.00 administrative fee will be imposed and adjusted upward as necessary. Note any payments received shall be applied in order as follows: Admin fees, late fees, Water and/or Utilities fees, other costs or expenses then monthly rent.

3. **LATE CHARGES.** Payments not postmarked/received by the Fourteenth (14th) day of the month will be charged a late fee of \$5.00 per day from the first (1st) of the month until rent is received in full. Any and all late payments will incur a \$35.00 administrative fee and be subject to a "Fourteen-day Pay or Vacate" notice. Payment of late fees, other charges, and check return fees are in addition to and part of the rent due for that month. Any returned check causing late receipt of rent payment will result in the assessment of both late charges and returned check fees. NSF/returned check fee will be assessed at \$35.00 per check per occurrence. Two (2) returned checks from Tenant during Tenant's occupancy will result in Tenant's forfeiture of the right to pay by check. All future payments must be made by money order or cashiers check only.

4. **UTILITIES:** The tenant(s) shall pay for service and utilities supplied to premises except for sewer. Tenants who abuse utility usage (i.e. abuse to the septic systems) will be billed a minimum \$35.00 per occurrence up to actual cost to cover extent of the abuse. Tenant shall be responsible from the date of occupancy to open accounts in their name for such services as: electric, gas, cable, and garbage services. Water service is provided by Stevens County PUD. Actual water usage will be billed regularly to tenant from the individual meter readings at each home. Meter, reading device, and all other related equipment are the responsibility of the Tenant. The cost of any damage due to negligence (freeze ups) or tampering of the equipment by the Tenant or any other negligent act that causes the need for repair or replacement of said equipment shall be the responsibility of the Tenant. Continuous electric service is required without interruption.

This page read, understood, and approved. Tenant Initials _____ Tenant Initials _____

In the event any utilities are changed to be charged independent of the rent during the Term of the rental agreement, the landlord agrees to decrease the amount of rent charged proportionately.

5. **SECURITY AND DAMAGE DEPOSIT:** ; **★Park policy is to obtain a \$375.00 security deposit at the time of signing. The Park reserves the right to request the deposit at anytime.** At such time the deposit will be acknowledged when received, and shall be deposited by Landlord in an account with US Bank. This deposit does not limit Landlord's right or Tenant's obligations. All or portion of such deposit may be retained by Landlord to be applied to (A) Any delinquency in the payment of rent, fees, or additional charges, legal fees or costs. (B) Expenses for cleaning, restoring, and repairing the Lot. (C) Failure of Tenant to give proper notices. (D) Other damages caused by Tenant, pets, guests, or invitees. When all terms of this agreement have been met, upon move out, and after premises have been inspected by the Landlord, all or a portion of the deposit not otherwise appropriated will be returned to the Tenant(s) within fourteen (14) days.

Receipt of Security Deposit is hereby acknowledged _____ **Date** _____

6. **OCCUPANTS.** Tenant shall not give accommodation to any roomers or lodgers, sublease, or permit the use of the Lot for any purpose other than as a residence and as the location of one manufactured home and its accessory improvements for the exclusive occupation and use of the following named people **xxxxxxxxxx**). The only tenants authorized are those named herein and approved by Landlord. Any other occupants must fill out a Park Application, pay the cost of tenant screening, and be approved by Landlord **prior to occupancy**. These include: roommates, children, spouses, relatives, etc. Tenant agrees to pay a fee of five dollars (\$5.00) per day for each guest who remains in the Park for more than fifteen (15) days in any sixty (60) day period.

7. **PETS** (see Park Rules and Regulations) Tenant agrees to have no animals or pets of any kind on the Lot, or in the Park, unless otherwise specified in an attached Pet Addendum and upon **prior** approval from Landlord. **Pet Addendum is required, no exceptions.**

8. **TENANT RESPONSIBILITY** Tenant Agrees: (a) To keep the Lot in a clean and sanitary condition; (b) To comply with all applicable Federal, State, and local laws, regulations, and ordinances pertaining to the Lot and the manufactured home located thereon, and appurtenances, and to hold Landlord harmless from all fines, penalties, and costs for violations or noncompliance by Tenant with any laws, requirements or regulations, and from the liability arising out of any violation or noncompliance; (c) To properly dispose from the manufactured home and Lot all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner at reasonable and regular intervals, and to assume any and all costs of extermination and fumigation for infestation caused by Tenant; (d) To immediately notify Landlord of any damage to the Lot or the Park caused by acts of neglect of Tenant, Tenants' pets, guests, or invitees, and unless otherwise agreed, Landlord shall repair the damage and charge Tenant for the repair, which Tenant agrees to pay to Landlord by the next monthly rental payment due date, or on terms mutually agreed in writing by Landlord and Tenant; (e) To not intentionally or negligently destroy, deface, damage, impair, or remove any facilities, equipment, furniture, furnishings, fixtures, or appliances provided by Landlord, or permit any member of Tenant's family, invitees, or licensee, or any person under Tenant's control, to do so; (f) to not permit a nuisance or common waste; and (g) To comply with all Park Rules and Regulations. Tenant to maintain a minimum base of \$10,000.00 Casualty Insurance on the home, and provide proof of such with Peterson Parkside LLC as additional insured. Tenant is responsible to keep Spokane County Property Taxes paid current.

9. **LANDLORD'S OBLIGATION:**

- Maintain the premises in a reasonably good state of repair.

This page read, understood, and approved. Tenant Initials _____ **Tenant Initials** _____

- Keep common areas reasonably free of weeds and debris. Landlord is not responsible for Tenant's weeds and debris.
- Maintain plumbing and wiring belonging to the complex. Landlord is not responsible for Tenant's plumbing and wiring.
- Comply with codes, statutes, and rules applicable to the mobile home park.
- To regulate Park Rules and provide a healthy and safe environment.

10. **MAINTENANCE OF PREMISES:** Tenant(s) agree(s) to keep said premises mowed, watered, trimmed, and free of all obstructions, take due precautions against freezing of water and waste pipes and stoppage of same in and about said premises. In the event any plumbing stoppage or freezing occurs, ***contact the Landlord or Resident Manager immediately.*** Do not take any steps to repair or clear any pipes until you have contacted the Landlord or Resident Manager. Failure to do so could result in unnecessary expense to you. This is to ensure that the source of and cause of the problem can be properly assessed and the responsibility for cost of repair properly placed, either with the Tenant(s) or the Landlord. If it is found that the source of the problem is caused by misuse or carelessness on the part of the Tenant(s), the Tenant(s) shall bear the expense for said damage or repairs. *Premises (lot boundaries) for your lot are as follows: From the South side of the home North to the South side of the home on Lot 5 and from the East side of the Park drive to the backside of the storage building.*

★The Park is serviced by individual septic systems. It is the responsibility of Tenant to make sure that all members (Children) of the household, guests, and invitees, understand and observe the following guidelines: **WHITE TOILET TISSUE AND HUMAN WASTE ARE THE ONLY ACCEPTED WASTE ITEMS TO BE FLUSHED DOWN YOUR TOILETS.** Any other non biodegradable items are strictly to be disposed of with your bagged solid wastes in your garbage can. Specifically, do not flush any other items such as baby wipes, "flushable" wipes, any form of feminine hygiene products, paper towels, diapers, hair, cotton swabs or cotton balls, straws, tooth picks, candy wrappers, paints, cigarette butts, cooking oils or greases, Drain-o, Liquid Plumber, condoms, or any other such items. **Do not put cooking oils or grease down the sink drains.**

11. **IMPROVEMENTS.** Tenant agrees not to make any alterations including excavation or fencing or permit any construction, additions, painting, or improvements to the Lot, or to permit placement of a storage shed thereon, without the prior written consent of Landlord. Tenant must also acquire an approval and permit from Labor & Industries *prior* to any and all work started on tenant home. Any fencing must be pre-approved by Landlord in writing prior to installation.

12. **RULES AND REGULATIONS.** Tenant has received and read a copy of the Park Rules and Regulations which is an integral part of this Rental Agreement. Tenant agrees to comply with the terms and conditions of all Park Rules and agrees that Landlord may, upon thirty (30) days' written notice, make changes or additions to the Rules and Regulations stated herein.

13. **TERMINATION-EVICTION:** This agreement may be terminated by Landlord and Tenant(s) may be evicted as provided in this agreement and in the manner provided by law. (Landlord/Tenant Act, Chapter 59.20) If the Tenant(s) continues in possession of premises after termination of said lease, Tenant(s) agree(s) to pay, as LIQUIDATED DAMAGES, \$20.00 per day, for each day, that the Tenant(s) remains in possession of premises. Should tenant **holdover** after giving notice of move out the same 20.00 per day rate shall apply to any holdover period. A Tenant (and Co-signer, if applicable) who is evicted for any reason, agrees to be liable for any and all costs related to eviction. Any such costs include, but are not limited to, clean-up/hauling costs, restoration, labor costs, administrative costs (to include travel time and costs), attorney fees and costs, court costs, as well as any amounts owing for past due rents and late fees.

14. **MOVE IN/MOVE OUT:** Tenant(s) shall notify Landlord or Manager in writing of intention to terminate Rental Agreement at least thirty (30) days prior to the end of a rental period. Resident manager has proper forms for notification. Tenant(s) shall be responsible and liable for the actions of his or her mover for any damage to the Park, including, but not limited to, damage to landscaping, fencing, sprinklers, lighting, and water and septic hookups. The Landlord or Park manager is to be given a written notice of when the tenant(s) home is to be moved so that the Landlord can be present for the move in or move out. All new move-ins must have their set up, steps, skirting, awnings, etc. completed within 15 days or less. The set up of the home including steps, hooks-up etc. must adhere to all Safety Codes and Regulations. All costs related to home set up and connections are the responsibility of the Tenant. Upon the completion of set up of mobile home it is understood that Landlord, at his sole discretion, shall provide Tenant with a list outlining any details or deficiencies Landlord deems necessary regarding any health, safety or appearance issues of the home. Such items may include but not be limited to: deficiencies in the front and rear steps, hand railings, awnings, appropriate window coverings, skirting, painting or any other aspects regarding the appearance of the home. Tenant shall have 15 days to correct any such deficiencies or appearance issues. **If the home is moved out of the Park, there will be a \$150.00 charge to disconnect the water meter and associated wiring and hardware from the home, with work to be performed by a Park employee or agent.**

15. **SELLING YOUR HOME:** If a Tenant desires to sell their home, Tenant must comply with RCW 59.20.073. (See Park Rules and Regulations)

16. **ASSIGNMENT.** This Agreement shall not be assignable by Tenant, except as provided in RCW 59.20.073, on the sale of a manufactured home on the Lot.

17. **PARKING.** Tenant agrees that they, their guests, and invitees shall not park their vehicles on grass areas or in any manner to obstruct the main drive, neighboring tenancy, fire hydrants, mail boxes, or any other park facility. Tenant hereby authorizes Landlord to tow or impound any vehicle that is not parked in accordance with this agreement, provided that Landlord first attempts to notify the owner of the vehicle or the Tenant.

18. **SUBLETTING.** Tenant shall not sublet or rent out all or any part of Tenant's manufactured home or Tenant's Lot.

19. **LIABILITY AND INDEMNITY.** Tenant agrees that all of Tenant's personal property in the Park shall be at the risk of Tenant. Tenant further agrees that Landlord shall not be liable for, or be accountable for, any loss or damage sustained by action of any third party, fire, theft, water, or the elements, or for loss of any property from any cause from said Lot, or any other part of the Park, nor shall Landlord be liable for any injury to Tenant, Tenant's family, guests, employees, or any person entering the Park, or the property of which the Park is a part, unless caused by the sole negligence of Landlord. Tenant hereby waives all claims therefore and agrees to indemnify Landlord against any such loss, damage, or liability or any expense incurred by Tenant in connection therewith.

20. **HAZARDOUS SUBSTANCES.** Any product containing hazardous substances, as defined in RCW 70.105D.020, including, but not limited to, petroleum products, oil, gasoline, paints, solvents, fertilizers, pesticides, and herbicides, shall be stored in closed containers that are in good condition and kept in a manner to prevent leaking. Tenant shall comply with all Federal, State, and local laws regarding hazardous substances and shall use products containing hazardous substances only in a responsible manner according to manufacturer's instructions. Tenant shall not allow disposal of any hazardous substance on the Lot or within the Park or in any storm drain, septic or sewer system, or water system. Tenant agrees to immediately clean up spill of any hazardous substance and notify Landlord of the circumstances surrounding the spill and actions taken. Tenant

agrees to indemnify and hold Landlord harmless from any and all liability arising out of any release of hazardous substances caused by Tenant or by breach of this Agreement.

21. **NOTICE/LANDLORD IDENTIFICATION**. Any notice required to be served by Tenant upon Landlord in accordance with the terms of this Agreement shall be delivered to the main business office located at N. 3917 Post Street, Spokane, Washington, 99205.

22. **SECURED PARTY**. The name of each institution (or other entity or person), who has a secured interest in Tenant's manufactured home is N/A.

23. **MEDIATION**. In the event Tenant fails to participate in mediation as required by RCW 59.20.080(2), Landlord shall be entitled to recover from Tenant all fees and costs incurred in the mediation process.

24. **ATTORNEY'S FEES AND COSTS**. If Landlord is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim, in a proceeding of bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Rental Agreement to an attorney for the enforcement of any of the covenants or terms or conditions of this Rental Agreement, the Landlord shall be entitled to, in addition to all other payments required herein, immediate reimbursements of such legal fees and costs, including without limitation, the legal fees necessary to enforce the Rental Agreement. Such fees may be deducted from the Tenant's security deposit. Should it become necessary to retain the services of a collection agency to collect any unpaid amounts owed by Tenant, the balance of the unpaid amount shall be increased by the costs necessary for such collection services so that the Landlord can recover the full amount of said unpaid balances after the costs of collection.

25. **SEVERABILITY**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions set forth herein shall remain in full force and effect.

26. **AMENDMENTS**. Any amendment or changes to this Agreement, to include the Park Rules and Regulations, shall be in writing.

27. **ENFORCEMENT**. Failure of Landlord to insist upon the strict performance of the terms, covenants, agreements, and conditions herein shall not constitute or be construed as a waiver or relinquishment of Landlord's rights thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. Landlord's acceptance of any rent after Tenant breaches this Agreement shall not waive Landlord's rights or remedies created by Tenant's breach.

28. **HEIRS AND SUCCESSORS**. The covenants and terms of this Agreement shall be binding upon the heirs, legal representatives, successors and assignees or any or all of the parties herein.

28. **CO-SIGNER OBLIGATIONS:** Co-signer, if applicable, shall be held responsible to all the terms and conditions of this Rental Agreement. Co-signer shall also be responsible for any and all costs related to ensure performance of this Rental Agreement, which may include (but not be limited to) administrative fees, lot maintenance costs, clean-up costs, eviction costs, attorney fees, and any and all costs related to removal of the Tenants or home from the premises.

29. **CONCESSIONS:** Any concessions of the Park Rules and Regulations or standard Lease Agreement, which are made or allowed to other tenants by special provision shall not be deemed as a waiver by Landlord of any Park Rules and Regulations or this Lease, and shall not be deemed as any concessions or allowances to extend by Landlord to tenant here in.

30. **ATTACHMENTS.** Attachments made a part of this Agreement are as follows: (a) Park Rules and Regulations, (b) Safe Streets Drug Addendum, (c) Pet Addendum - as approved only, (d) Tenant information sheet, (e) Postal (mailbox) Agreement, (f) Additional attachments as necessary for tenancy (Addendum).

Chapter 59.20 RCW requires the following statement to be included in this Agreement:

The future of the Park is not determined at this time and may be closed at any time after a 12 month notification to tenants. There are currently no plans by Landlord to change the status of the Park. The Park is currently zoned Rural Activity Center.

The Landlord or subsequent owners may close the park at any time after the required closure notice as provided in RCW 59.20.080.

EXECUTED at Spokane, Washington, this 25th day of August, 2021.

Note: This is the signature page for your Rental Agreement. Tenant acknowledges receipt of a copy of the Rules and Regulations.

by/ William L. Peterson
for Peterson/Parkside LLC.
N. 3917 Post Street
Spokane, WA 99205

XXXXXXXXXXXXX
34124 N. Newport Hwy #
Chattaroy, WA 99003

XXXXXXXXXXXXX
34124 N Newport Hwy #
Chattaroy, WA 99003

YOUR Rental Agreement consists of:

- Rental Agreement – six (6) pages
- Safe Streets Addendum - one (1) page
- Park Rules and Regulations - ten (10) pages
- Tenant Information Sheet - one (1) page
- Pet Addendum- one (1) page— No pets for this tenant
- Postal (mailbox) Agreement- one (1) page

This page read, understood, and approved. Tenant Initials _____ Tenant Initials _____

This page read, understood, and approved. Tenant Initials _____ Tenant Initials _____