

3-10-19-801

RENTAL AGREEMENT

RESIDENCE PROPERTY

Tenant agrees this 22 day of June, 1981, to rent from Landlord those certain premises situated at described in Attachment A hereto, City Skamania County, Washington State, being a single family residence, beginning the 10 day of June, 1981, on a month to month tenancy, for the term of this agreement, month upon the following terms and conditions:

1. Rent: The Tenant shall pay rent in the amount of \$ 100.00 per month for the above premises on the first day of each month in advance to Landlord.
2. Sublet: Tenant agrees not to sublet or assign this agreement nor any part thereof without the prior written consent of Landlord. No such consent shall relieve or release Tenant of any obligations or liability under this agreement.
3. Inspection of Premises: Tenant agrees that he has made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes, or modifications to said premises to be made by the Landlord, other than as listed herein.
4. Tenant Agrees:
 - (1) To keep said premises in a clean and sanitary condition;
 - (2) To properly dispose of rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenant;
 - (3) To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances;
 - (4) To not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances, nor to permit any member of the family, invitee, licensee or other person acting under his control to do so;
 - (5) Not to permit a nuisance or common waste. (Without limitation of the generality of paragraph 17 of this agreement,
5. Maintenance of Premises: Tenant agrees to mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery thereon in good order and condition, and to keep the sidewalk surrounding said premises free and clear of all obstructions; to replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of same in and about said premises; and that in case water or waste pipes are frozen or become clogged by reason of neglect of Tenant to repair the same at Tenant's own expense as well as all damage caused thereby.
6. Utilities: Tenant shall pay for all services and utilities supplied to the premises, except which will be furnished by Landlord.
7. Alterations: Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.
8. Use of Premises: Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises or any part thereof for any illegal purpose. Tenant agrees to conform to municipal county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.
9. Pets and Animals: Tenant shall not maintain any pets or animals upon the premises without the prior written consent of Landlord.
10. ~~Rent Increase: The monthly rental shall be increased only by prior written notice of thirty days or more preceding the commencement of any month or period of tenancy. In case of increase of rent, it is understood that all other provisions of this agreement shall remain in full force, changed only by such alterations in the amount of rent and not otherwise.~~
11. Access: Landlord shall have the right to place and maintain "for rent" signs in a conspicuous place on said premises for thirty days prior to the vacation of said premises. Landlord reserves the right of access to the premises for purposes of:
 - (a) Inspection;
 - (b) Repairs, alterations or improvements;
 - (c) To supply services; or
 - (d) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.
 Access shall be at reasonable times except in cases of emergency or abandonment.
12. ~~Security Deposit: The Tenant has deposited the sum of _____ dollars, receipt of which is hereby acknowledged. Such deposit shall be deposited by Landlord in a trust account with _____ bank, savings and loan association, or bonded escrow, _____ branch, whose address is _____.~~
 All or a portion of such deposit may be retained by Landlord and refund of any portion of such deposit is conditioned as follows:
 - (1) Tenant shall fully perform obligations hereunder and those pursuant to Chapter 207, Laws of 1973, 1st Ex Session, or as may be subsequently amended;
 - (2) Tenant shall occupy said premises for _____ months or longer from date hereof;
 - (3) Tenant shall clean and restore said residence and return the same to Landlord in its initial condition except for reasonable wear and tear, upon the termination of this tenancy and vacation of the residence;
 - (4) Tenant shall have remedied or repaired any damage to the premises;
 - (5) Tenant shall surrender to Landlord the keys to premises.~~Any refund from security deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after termination of this tenancy, and vacation of the premises.~~
13. ~~Notice to Vacate: Tenant shall give the Landlord twenty (20) days written notice of intention to vacate the premises. Landlord shall give (30) days written notice to Tenant of his intention to terminate the tenancy hereunder and Tenant shall, at the expiration of said twenty (20) days, surrender said premises to the Landlord in accordance with this agreement.~~
14. Special Agreement: Attachments A, B (paragraphs 15 through 22, inclusive) and C are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, The Tenant has hereunto set his hand and seal the day and year first above written.

Rose H. Shepard
LANDLORD - Rose H. Shepard
Lois E. Kari
LANDLORD - Lois E. Kari

R. Clark Ziegler
TENANT (Husband)
Carole A. Ziegler
TENANT (Wife)

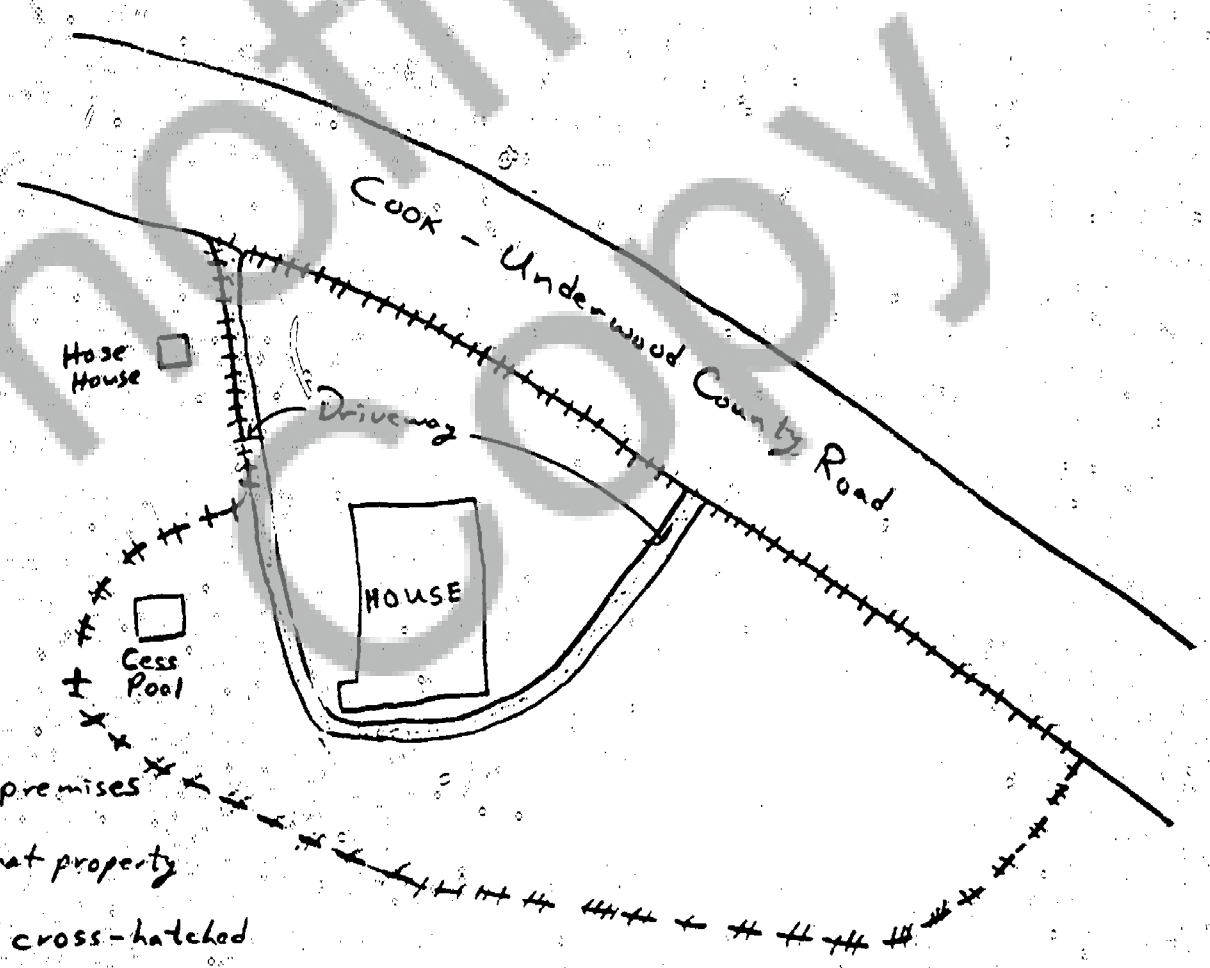
This agreement is approved by the undersigned attorney for Tenant.
[Signature]

ADDRESS

(Chapter 207, Laws of 1973, 1st Ex Sess, requires leases for a term exceeding one year to be acknowledged.)

Attachment A
to
Rental Agreement

NO. 218
TRANSACTION EXCISE TAX
SEP 21 1984
Amount Paid 111.18
Shawnee County Treasurer
By [Signature]



The rented premises are only that property within the cross-hatched lines. The hose house is inoperative, is outside the rented premises and is not part of the rented premises.

Formerly Ross Sheppard Residence
Underwood, WA

Section 19, T3N, R10EWM

Attachment B

to

Rental Agreement

22nd

15. The term of this agreement shall commence on the ~~first~~ day of JUNE, 1981, and shall terminate upon the expiration of 2 successive 12-month periods thereafter, unless sooner terminated pursuant to this agreement. Either party may terminate the term of this agreement as of the end of any such 12-month rental period by giving the other party written notice of such termination not less than ninety (90) days prior to the end of such 12-month rental period. Tenant shall surrender the premises to Landlord in accordance with this agreement upon the termination of the term of this agreement.

16. Subject to paragraph 2 of this agreement, this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties to this agreement.

17. At its expense, Tenant shall maintain the premises and shall repair any damage which may occur to the premises; provided, that if the house which is part of the premises suffers major structural damage which would require major repairs and which renders the house uninhabitable, Tenant shall not be obligated to repair such damage (and shall not repair such damage). If and to the extent Landlord actually receives insurance proceeds as reimbursement for damage during the term of this agreement to the premises, Landlord shall pay such proceeds to Tenant up to an amount equal to Tenant's out-of-pocket costs actually incurred (and not otherwise reimbursed) for labor and materials to repair such damage; provided, that nothing in this agreement shall obligate Landlord except to the extent of insurance proceeds actually received or shall require Landlord to secure any insurance (or require Landlord to resort to legal process to secure insurance proceeds). Without limiting the generality of the foregoing, Tenant shall be solely responsible for installing, inspecting, maintaining, repairing and replacing at Tenant's expense any and all smoke detectors (including batteries therefor) necessary or advisable on the premises. Landlord hereby consents to installation by Tenant of any such smoke detectors.

Paragraph 17 continued:

If Tenant is required to install a septic tank on the premises to replace the cess pool, Landlord shall reimburse Tenant an amount equal to the reasonable cost of labor and materials for such septic tank out of the proceeds of sale of the premises, but Landlord shall be liable for such reimbursement only out of the proceeds realized at such time as the premises are sold.

If Tenant installs a septic tank, Tenant shall promptly so advise Landlord in writing and provide reasonable documentation of expenses incurred.

Attachment Appendix B (continued)

18. Tenant shall at its expense pay all taxes on the premises. Tenant shall at its expense reimburse Landlord for the expense of maintaining property damage insurance on the premises, in an amount equal to the replacement value of the premises or such lesser amount as Landlord determines. Any insurance carried by Tenant shall contain a waiver of rights of subrogation against Rose H. Sheppard, Lois E. Kari and Eugene J. Kari, and their respective successors and assigns. Tenant shall provide Landlord with reasonable assurances that such waiver has been obtained and maintained. No insurance shall limit or qualify Tenant's obligations or liability under this agreement.

19. Tenant shall have sole risk of damage to the personal property or other belongings of Tenant or Tenant's invitees and shall have sole responsibility for providing insurance coverage for such personal property or other belongings.

20. Tenant releases and agrees to indemnify each of Rose H. Sheppard, Lois E. Kari and Eugene J. Kari, and the respective successors and assigns of each of them, from any harm, loss, cost, damages or expenses due to bodily injury or death or due to damage to property of Tenant, Tenant's invitees or any third person or entity, arising out of this agreement or the use of the premises (or any appliances) by Tenant or any invitee of Tenant. Tenant understands and acknowledges that the rent has been established in consideration specifically of this paragraph 20. This paragraph 20 shall survive termination of the term of this agreement and shall, to the full extent permitted by applicable law, apply notwithstanding the fault, negligence or strict liability of any indemnitee.

21. Any and all appliances on the premises are available for use AS IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (except that the woodstove shall not be used). Landlord shall have no liability of any kind for any defect in or failure of such appliances. Tenant may at its own expense have any repairs made to such appliances.

22. This agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by writing contemporaneous herewith or subsequent hereto, signed by the party against whom such modification is sought to be enforced. As used in this agreement, the terms "Tenant's invitees" or "invitee of Tenant" shall mean and include any person using the premises, any member of Tenant's family, any invitee of Tenant, any licensee of Tenant or any person or entity acting on behalf of Tenant or under Tenant's control. No modification of this agreement shall be binding upon either party designated in this agreement as Landlord, unless such modification is signed by such party. The two parties to this agreement designated as Landlord are not partners, and neither of such parties shall have any right to modify this agreement on behalf of the other or otherwise act on behalf of the other.

90248

BOOK 6

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Attachment C
to
Rental Agreement

STATE OF WASHINGTON)
COUNTY OF Klickitat) ss.

On this day personally appeared before me Rosa Sheperd, Lois Kani
to me known to be the individuals described in and who executed R Clark Ziegler & Carole Ziegler
the within and foregoing instrument, and acknowledged that they
signed the same as themselves
free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 23 day of June, 1981.



Kathleen J. Robinson
NOTARY PUBLIC in and for the State
of Washington, residing at Walla Walla

STATE OF WASHINGTON)
COUNTY OF)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS
EXECUTED BY
E. THOMPSON REYNOLDS
PO BOX 1478
OF WHITE SALMON, WA 98642
AT 2:00 P. SEPT. 21 1984
6
WITNESSES: 932

McClon
d. J. [unclear]
NOTARY