

82449

RESIDENTIAL LEASE AGREEMENT

AND SECURITY DEPOSIT RECEIPT

THIS INDENTURE, made this 2nd day of July, 1976, between

PATRICIA ANN PATRICK, hereinafter designated the Lessor  
or Landlord, and WILLIAM M. PATRICK, SR. & ELSIE PATRICK, hereinafter designated the Lessee,

WITNESSETH: That the said Lessor/Landlord does by these presents lease and demise the residence  
situated at \_\_\_\_\_ in Carson City,  
Skamania County, Washington State,

of which the real estate is described as follows:

The northwest corner (50 x 100' lot) of the north Half of the North Half (N $\frac{1}{2}$  N $\frac{1}{2}$ ) of the following described real property: Beginning at the point 923.4 feet east of the south-west corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 17, Township 3 North, Range 8 E.W.M. thence north along the easterly right of way line of the Mathany Road 660 feet; thence east 193.3 feet to the westerly right of way line of Johnson Road; thence south along said right of way line to the south line of the NE $\frac{1}{4}$  of the said section 17; thence west 193.3 feet to the point of beginning. Life \_\_\_\_\_ years, commencing the 2nd day of July, 1976, and terminating the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

2. Rent: The Lessee shall pay rent in the amount of \$ none per month for the above premises on the \_\_\_\_\_ day of each month in advance to Landlord.

3. Utilities: Lessee shall pay for service and utilities supplied to the premises, except \_\_\_\_\_ which will be furnished by Landlord.

4. Sublet: The Lessee agrees not to sublet said premises nor assign this agreement nor any part thereof without the prior written consent of Landlord.

5. Inspection of Premises: Lessee 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.

6. Lessee 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 Lessee;  
(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 his family, invited, licensee or other person acting under his control to do so;  
(5) Not to permit a nuisance or common waste.

7. Maintenance of Premises: Lessee 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 Lessee, the Lessee shall repair the same at his own expense as well as all damage caused thereby.

8. Alterations: Lessee 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.

9. Use of Premises: Lessee 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. Lessee agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

10. Pets and Animals: Lessee shall not maintain any pets or animals upon the premises without the prior written consent of Landlord.

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 the purpose 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 case of emergency or abandonment.  
12. Surrender of Premises: In the event of default in payment of any installment of rent or at the expiration of said term of this lease, Lessee will quit and surrender the said premises to Landlord.

13. Security Deposit: The Lessee has deposited the sum of \$ \_\_\_\_\_, receipt of which is hereby acknowledged, which sum shall be deposited by Landlord in a trust account with \_\_\_\_\_ bank, \_\_\_\_\_ savings and loan association or licensed escrow, \_\_\_\_\_ branch, whose address is \_\_\_\_\_.

All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:  
(1) Lessee shall fully perform obligations hereunder and those pursuant to Chapter 207, Laws of 1973, 1st Ex Session or as may be subsequently amended;

(2) Lessee shall occupy said premises for \_\_\_\_\_ months or longer from date hereof;  
(3) Lessee 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 apartment;  
(4) Lessee shall have repaired or repaired any damage to apartment premises;  
(5) Lessee shall surrender to Landlord the keys to premises;  
Any refund from security deposit, as by itemized statement shown to be due to Lessee, shall be returned to Lessee within fourteen (14) days after termination of this tenancy and vacation of the premises.

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

Patricia Ann Patrick LANDLORD  
William M. Patrick, Sr. & Elsie M. Patrick LESSEE

