

**RENTAL AGREEMENT**  
Seller Occupancy After Closing

**Notice:** There are many risks associated with giving a seller the right to occupy a property after closing. If a seller fails to vacate the property upon the termination of this rental agreement, a buyer may have limited rights to remove the seller from the property. A buyer should consult with an attorney before entering into an agreement that provides a seller with occupancy after closing.

Date: \_\_\_\_\_ 1

Renter(s) David and Diane Williams 2  
Seller/Renter

agree(s) to rent from Owner Richard B. Hoffman Mary E. O'Neil 3  
Buyer/Owner

the property commonly known as 2601 Grandview Road Ferndale 4  
Address City

WA 98248 Whatcom (the "Property") on the following terms and conditions: 5  
State Zip County

1. **POSSESSION.** Renter is entitled to possession commencing on the closing of the sale of the Property from 6  
Renter (Seller) to Owner (Buyer) ("Closing"). If the sale does not close, then this Agreement is void. 7

2. **RENT.** The rent shall be \$ \_\_\_\_\_ per \_\_\_\_\_ . 8  
Rent shall be payable to Richard B. Hoffman 9  
at Closing . 10

Other: \_\_\_\_\_ . No rent may be paid or accepted more than three months after Closing. 11

3. **TERM.** This Agreement and Renter's right to possession shall terminate on \_\_\_\_\_ 12  
("Termination Date") at \_\_\_\_\_ (9:00 p.m. if not filled in), which shall not be more than three months after Closing. 13  
Upon termination, any advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Renter 14  
immediately upon Renter's vacating the Property. If Renter holds over without the written consent of Owner, Renter 15  
shall be liable for rent and all other damages sustained by Owner because of such holdover to the extent permitted by 16  
applicable laws. 17

Renter agrees that pursuant to this Paragraph 3, Owner has provided to Renter the requisite advance written notice 18  
that: (i) the occupancy granted hereunder shall automatically expire and/or terminate upon the Termination Date 19  
without further notice to Renter, (ii) Renter is not entitled to any rights to extend the Termination Date or to continue to 20  
occupy or use the Property beyond the Termination Date, and (iii) Renter must immediately vacate and surrender the 21  
Property to Owner on the Termination Date as further provided in this Agreement. The parties acknowledge that 22  
Renter's occupancy is not governed by the Residential Landlord Tenant Act (RCW 59.18) provided that the terms and 23  
conditions in this Agreement are not modified by the parties. However, this Agreement is subject to the provisions of 24  
the Unlawful Detainer Statute (RCW 59.12). 25

4. **INSURANCE.** Owner agrees to insure the Property against fire and other normal casualties. All proceeds of any 26  
such policy shall be payable to Owner alone. Owner shall have no responsibility for insuring anything in or on the 27  
Property which belongs to Renter. Renter is advised that renter's insurance is available to Renter for coverage 28  
related to liability for bodily injury, property damage, and for the theft, loss, or damage to Renter's personal 29  
property. 30

5. **UTILITIES.** Renter agrees to pay for all utilities, including garbage collection charges, during the term of the 31  
Agreement. 32

6. **IMPROVEMENTS.** Renter shall not make any improvements or alterations to the Property, including painting, 33  
during the term of this Agreement, without the written permission of Owner. Renter will return the Property to 34  
Owner in as good a condition as it presently is, ordinary wear and tear excepted. 35

7. **SUBLETTING OR ASSIGNMENT.** Renter may not sublet the Property and may not assign Renter's rights under 36  
this Agreement. 37

8. **RENTER REPRESENTED.** Renter warrants that Renter was represented by an attorney licensed to practice law 38  
in Washington or by a real estate broker licensed under RCW 18.85 during negotiation of the purchase and sale 39  
agreement for the sale of the Property or at the time of Closing. 40

\_\_\_\_\_  
Owners' Initials Date Owners' Initials Date Renter's Initials Date Renter's Initials Date

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(Continued)

- 9. NO DISTRESSED HOME.** Renter warrants that at the time of Closing, the Property was not a Distressed Home as defined in RCW 61.34. 41 42
- 10. RELEASE OF REAL ESTATE FIRMS.** Owner and Renter release all real estate firms and brokers involved with this Agreement between Owner and Renter and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 43 44 45
- 11. ATTORNEYS' FEES.** If either party institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 46 47
- 12. SMOKE DETECTOR.** Renter acknowledges and Owner certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Renter's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Owner makes the following disclosures: 48 49 50 51 52
- (a) The smoke detection device is ☐ hard-wired ☐ battery operated. 53
  - (b) The Building ☐ does ☐ does not have a fire sprinkler system. 54
  - (c) The Building ☐ does ☐ does not have a fire alarm system. 55
  - (d) ☐ The building has a smoking policy, as follows: 56 57
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- ☐ The building does not have a smoking policy. 58
  - (e) ☐ The building has an emergency notification plan for Renters, a copy of which is attached to this Agreement. 59 60
  - ☐ The building does not have an emergency notification plan for Renters. 61
  - (f) ☐ The building has an emergency relocation plan for Renters, a copy of which is attached to this Agreement. 62
  - ☐ The building does not have an emergency relocation plan for Renters. 63
  - (g) ☐ The building has an emergency evacuation plan for Renters, a copy of which is attached to this Agreement. 64 65
  - ☐ The building does not have an emergency evacuation plan for Renters. 66
- Renter hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 67
- 13. CARBON MONOXIDE ALARMS.** Owner shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Owner complies with RCW 19.27.530. 68 69 70
- 14. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 71 72 73 74
- 15. MOLD DISCLOSURE.** Renter acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 75 76
- 16. OTHER.** 77
- a. Renter shall remove all trash/debris prior to vacating the property. 78 79 80

<hr/> Owner	<hr/> Date	<hr/> Renter	<hr/> Date
<hr/> Owner	<hr/> Date	<hr/> Renter	<hr/> Date