

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**

Seller/Renter

Seller/Renter

agree(s) to rent from Owner **Richard B. Hoffman**

Buyer/Owner

Mary E. O'Neil

Buyer/Owner

the property commonly known as **2601 Grandview Road**

Address

Ferndale

City

WA 98248

Whatcom

(the "Property") on the following terms and conditions:

State _____ Zip _____

County _____

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

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2. RENT. The rent shall be \$ _____ per _____ . 8

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Rent shall be payable to **Richard B. Hoffman**

at **Closing**

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

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

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

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

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

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

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

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

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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 <input type="checkbox"/> hard-wired <input type="checkbox"/> battery operated.	53
(b) The Building <input type="checkbox"/> does <input type="checkbox"/> does not have a fire sprinkler system.	54
(c) The Building <input type="checkbox"/> does <input type="checkbox"/> does not have a fire alarm system.	55
(d) <input type="checkbox"/> The building has a smoking policy, as follows:	56
<hr/>	
<input type="checkbox"/> The building does not have a smoking policy.	58
(e) <input type="checkbox"/> The building has an emergency notification plan for Renters, a copy of which is attached to this Agreement.	59 60
<input type="checkbox"/> The building does not have an emergency notification plan for Renters.	61
(f) <input type="checkbox"/> The building has an emergency relocation plan for Renters, a copy of which is attached to this Agreement.	62
<input type="checkbox"/> The building does not have an emergency relocation plan for Renters.	63
(g) <input type="checkbox"/> The building has an emergency evacuation plan for Renters, a copy of which is attached to this Agreement.	64 65
<input type="checkbox"/> 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.	
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

Owner	Date	Renter	Date
Owner	Date	Renter	Date