

LEASE AGREEMENT

BERTHUSEN PARK HOUSE

This Lease Agreement (“Agreement”) is executed on this 1st day of September, 2023, by and between the CITY OF LYNDEN, Landlord, and _____, Tenant, to lease the house and immediately surrounding property located at 8837 Berthusen Road, Lynden, Washington (the “Premises”).

Tenant shall not use the Premises for any purpose other than a private residential dwelling for the following named persons (include all minors): _____

Tenant is leasing a residence inside a public park. The Premises, to which Tenant shall have exclusive access (subject to lawful entry by Landlord or its agents), includes the residence, its immediate grounds, all appurtenances to the residence, and the two lower lawn areas. The Premises is legally described and depicted on Exhibit A hereto. Outside of the Premises, the remainder of the property is the public park. The parties agree that during the term of this Agreement, a legal description of the Premises may be prepared by Landlord to more precisely define the Premises, which description shall be made an addendum to this Agreement.

1. **TWO-YEAR TERM.** This Agreement is for a term commencing on at 12:00 am midnight on the 1st day of September, 2023, and ending at 11:59 pm on the 31st day of July, 2025 (“Term”) with the option of a two-year renewable term.
 - a. **NO MONTH-TO-MONTH.** This Agreement shall NOT continue on a month-to-month basis after the expiration of the Term. If Landlord and Tenant wish to continue the tenancy beyond the expiration date of the Term, Landlord and Tenant shall enter into a subsequent lease agreement with a term of not less than six (6) months, which Landlord and Tenant shall execute at least thirty (30) days before the end of the Term.
 - b. **NOTICE OF TERMINATION AT END OF TERM.** Landlord shall provide written notice to terminate to Tenant at least sixty (60) days prior to the expiration date of the Term indicating that this Agreement has been terminated and will not be renewed. Landlord shall deliver the notice to terminate in a manner consistent with the requirements of RCW 59.12.040.
2. **RENT.** The total rent due under this lease is 1466 dollars and 92 cents (\$1466.92) per month (“Rent”). The total Rent includes a leasehold excise tax of 12.84% as required by Chapter 82.29A RCW.
 - a. **RENT DUE DATE.** Rent is payable to Landlord in advance of the first day of each month (“Rent Due Date”) during the lease Term. Payments may be made in the form of personal check, cashier’s check, or money order. Cash is not accepted. Payments shall be made payable to: City on Lynden.
 - b. **RENT LATE PAYMENT.** Rent received more than five (5) days after the Rent Due Date shall result in an assessment against Tenant of late payment charge of two dollars (\$2.00) per day until Rent is paid in full. Late rent charges, if not paid, accrue as rent owed.

- c. APPLICATION OF PAYMENT. Any Rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment, Landlord shall apply funds received as follows: (1) to the oldest unpaid rent, (2) to current rent, (3) to late payment charges, (4) to damages, (5) to repairs, and finally (6) to miscellaneous charges.
3. SECURITY DEPOSIT. Tenant agrees to pay the sum of one-thousand five hundred dollars (\$1,500) as security for performance of all of Tenant's obligations under this Agreement ("Security Deposit").
 - a. PROPERTY CONDITION CHECKLIST. As required by RCW 59.18.260, prior to the commencement of the Term, Landlord and Tenant shall complete a written "Property Condition Checklist" describing the condition and cleanliness of the Premises and existing damages to the Premises, including at least all of the following: walls (including paint or wallpaper), flooring, fixtures, equipment, appliances, and furnishings.
 - b. SECURITY DEPOSIT ACCOUNT. As required by RCW 59.18.270, Landlord shall maintain the Security Deposit in its trust account at the following financial institution: People's Bank, at the branch located at 418 Grover Street.
 - c. WITHHOLDING SECURITY DEPOSIT. Landlord may withhold all or part of the Security Deposit upon the termination of this Agreement for any lawful reason. Said lawful reasons may include, but are not limited to, any the following: any cleaning fees or other costs incurred to restore the Premises to the condition reflected in the Property Condition Checklist less "wear resulting from ordinary use of the premises" as defined in RCW 59.18.030; any damages or loss caused by Tenant's default or breach of this Agreement; any damages to the Premises caused by Tenant or Tenant's guest(s); any replacement costs for fixtures or other items contained in the Premises that are damaged or destroyed; any damaged or missing keys or other access devices; any reletting expenses; any delinquent or unpaid rent; late fees; any outstanding utility charges for which Tenant is responsible; any government assessments against Landlord resulting from an action or omission of Tenant or Tenant's guest(s); any costs associated with illegally parked vehicles; any returned check fees; any fees related to the removal and storage of items left in the Premises; and any costs, including attorneys' fees, related to eviction proceedings or the enforcement of this Agreement.
 - d. NOT A LIMIT ON TENANT LIABILITY. Tenant's liability is not limited by the amount of the Security Deposit. If the Security Deposit does not cover all of Landlord's loss, Tenant agrees to pay any deficiency within fourteen (14) days of Landlord's written notice and demand.
 - e. NO APPLICATION TO RENT WITHOUT AGREEMENT. Tenant may not apply any portion of the Security Deposit to rent or other payments owed to Landlord, unless explicitly authorized in writing by Landlord.
 - f. REFUND OF SECURITY DEPOSIT. As required by RCW 59.18.280, Landlord shall issue any refund of the Security Deposit and an itemized statement of the basis for retaining any

portion of the Security Deposit within thirty (30) days after the termination of this Agreement and vacation of the Premises by Tenant. If "Tenant" as defined above includes more than one person eighteen (18) years of age or older, Landlord may issue the refund and itemized statement to any such person, who shall disseminate or distribute it to the others.

4. FORWARDING ADDRESS. Tenant shall supply Landlord with a forwarding address where Tenant can be reached, and the Security Deposit returned within ten (10) days of vacating the Premises.
5. UTILITIES. Tenant shall pay for all charges for light, heat, water, telephone, cable, internet, sanitary services and other utilities which shall be charged against the Premises during the full term of this Lease. Tenant agrees to be solely responsible for payment of said services and agrees to indemnify, defend, and hold harmless Landlord from any and all claims for payment for provision of such services.
6. PUBLIC PARK. Tenant acknowledges that the Premises are within a public park. Tenant may experience disruptions related to ordinary park use and operation.
 - a. IMPROVEMENTS. Landlord may make improvements to the park outside the Premises, including but not limited to adding park-like features such as parking, playground equipment, trails, and other amenities. Some or all of these improvements may take place while Tenant resides at the Premises.
 - b. USE OF PARK. Tenant shall have non-exclusive access no greater and no less than any other member of the public to the park property outside the Premises and shall obey all applicable municipal, state and federal laws when enjoying the park.
7. REPAIR, MAINTENANCE, AND IMPROVEMENT. Tenant accepts the Premises in its present condition. Tenant shall, at their own expense and at all times, keep the Premises neat, clean and in a sanitary condition, and keep and use the Premises in accordance with applicable laws, ordinances, rules, regulations and requirement of governmental authorities. Tenant shall permit no waste, damage or injury to the Premises; all waste and junk shall be removed promptly. No hazardous materials of any kind shall be brought on the Premises by Tenant, other than normal cleaning products, lawn care maintenance products and products typically stored at a person's place of residence primarily used for maintenance and repair. Tenant shall maintain the Premises in as good condition as they now are, reasonable use and wear excepted, and damage by fire and other casualty excepted. Tenant shall not undertake any maintenance or improvement activity outside the Premises.
 - a. MAJOR REPAIR OR IMPROVEMENTS. Prior to undertaking any major repair or improvements in the Premises, including within or about the residence, Tenant shall obtain the written permission of Landlord detailing the work to be performed.
 - b. MAINTENANCE OF PREMISES. Tenant shall be solely responsible for maintenance of the Premises, including by keeping the Premises in a reasonably clean and hazard- and pest-free condition, mowing the lawn, and periodically watering, weeding, and tidying the flower beds and landscaping.

- c. OBLIGATION TO NOTIFY. Tenant shall promptly notify Landlord of any conditions affecting the structural integrity of the residence, pest infestations, failures of appliances supplied by Landlord, failure of heat, water, hot water, or electricity, or any other condition requiring repair beyond Tenant's maintenance obligation and/or ordinary wear and tear. Landlord shall not be liable for, and Tenant may be liable for, conditions made worse by Tenant's failure to timely notify Landlord.
 - d. DAMAGE CAUSED BY TENANT. Tenant shall be solely responsible for repairs where the defective condition complained of was caused by the conduct of Tenant, their family, invitee, or other person acting under their control, or where Tenant unreasonably failed to allow the Landlord access to the Premises for purposes of repair.
- 8. LANDLORD'S ACCESS TO EXCLUSIVE ACCESS AREA. Landlord may enter the Premises with forty-eight (48) hours' notice to Tenant for the purpose of inspection of the Premises or of making excavations, surveys, design reviews, repairs, additions, or alterations, or in order to perform other public works or parks-related tasks or projects. Landlord may restrict Tenant from entering the affected portion of the Premises while such tasks or projects are underway. Notice shall not be required to enter in cases of emergency.
- 9. SMOKE DETECTORS. The Premises is equipped with a total of 6 smoke detectors. Of these, 6 are battery operated. It is Tenant's responsibility to maintain all smoke detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable or relocate any smoke detection devices. Any Tenant failing to comply with the provisions of this paragraph can be fined up to \$200 in accordance with RCW 43.44.110 and WAC 212-10-050. If battery operated, or unit uses battery backup, Tenant is responsible for replacing batteries as needed. Tenant shall test the smoke detector for proper operation once a month and report any malfunctions to Landlord in writing.
- 10. CARBON MONOXIDE DETECTORS. The Premises is equipped with a total of 3 carbon monoxide detectors. Of these, 0 are hard-wired, 3 are battery operated. It is Tenant's responsibility to maintain all carbon monoxide detection devices, including replacement of any batteries. Tenant shall not tamper with, remove batteries, or otherwise disable or relocate any carbon monoxide detection devices. If battery operated, or unit uses battery backup, Tenant is responsible for replacing batteries as needed. Tenant shall test the carbon monoxide detector for proper operation once a month and report any malfunctions to Landlord in writing.
- 11. LEAD-BASED PAINT NOTICE. The Premises includes housing that was built before 1978. Housing built before 1978 may contain lead-based paint. Lead-based paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Landlord has no knowledge of lead-based paint hazards in the Premises and Landlord has no reports or records pertaining to lead-based paint or lead-based hazards in the Premises.
- 12. WATER HEATER. Pursuant to RCW 19.27A.060, the State of Washington requires that upon occupancy, the temperature control in a domestic hot-water heater within a residential dwelling be set not higher than 120 degrees Fahrenheit. The hot-water heater for the Premises is accessible to Tenant. Tenant shall not set the hot-water heater higher than 120 degrees

Fahrenheit. Landlord warrants that upon delivery of the Premises to Tenant, the hot-water heater for the Premises is set at or below 120 degrees Fahrenheit.

13. USE OF PREMISES. Tenant shall not offer all or part of the Premises for short-term rental through AirBNB, VRBO, or other such platforms. Tenant shall not use the Premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation (telecommuting by using phone or internet to link with an employer's office excepted). Tenant shall not use the Premises or allow the Premises to be used for any improper or unlawful purpose.
14. ASSIGNMENT/SUBLETTING. Tenant shall not sublet, or through any other process, transfer to any other person rental of the Premises, or any other right or privilege, without written permission of Landlord.
15. GUESTS. Tenant is responsible for the conduct of Tenant's guests while on the Premises. Tenant shall ensure that Tenant's guests comply with any applicable term of this Agreement. Guests staying at the Premises more than seven (7) days within any one-month period require prior written authorization by Landlord.
16. ADDITIONAL RULES FOR USE OF PREMISES. The following additional obligations of Tenant are each material terms of this Agreement:
 - a. Tenant shall not use the Premises in any way which violates any federal or Washington State law, City of Lynden ordinance, or government regulation.
 - b. Tenant, members of Tenant's household, Tenant's guests, or any other person under Tenant's control shall not engage in any illegal or criminal activity, nor in any act intended to facilitate illegal or criminal activity, including gang activity, on or near the Premises.
 - c. Landlord expressly reserves the right to exclude or trespass persons who are not authorized residents from the Property. Tenant shall comply with any trespass admonishments issued by Landlord.
 - d. Tenant shall not smoke tobacco or marijuana in or about the Premises. Tenant shall not consume alcoholic beverages outdoors about the Premises.
 - e. Tenant shall keep the Premises free of illegal drugs.
 - f. Tenant shall not abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace or endanger the health, safety, or well-being of any other resident, family member, guest, or invitee at the Premises, or any park visitors, or the general public.
 - g. Tenant shall not do or keep anything in or about the Premises that could increase the present insurance rate thereon.
 - h. Tenant shall not leave anything that could be considered an attractive nuisance, such as, but not limited to, basketball hoops, trampolines, skate ramps, or pools, unattended at any time on the Premises and shall store such items out of public view when not in use.

- i. Grills, smokers, fire pits, and like fire-producing items are prohibited within ten (10) feet of any structure, tree, or shrub. Tenant shall have a fire extinguisher or water sufficient to extinguish a fire on hand when operating such items. Tenant shall store such items out of public view when not in use.
 - j. Tenant shall not throw anything from windows and/or balconies. Except as otherwise permitted by law, Tenant shall display no signs or placards on or about the Premises that are visible to the public.
 - k. Tenant shall not intentionally or negligently destroy, damage, change, or remove any part of the structure or dwelling including equipment, furnishings, and appliances, except as permitted per Paragraph 6.
 - l. Tenant shall notify Landlord in writing any time Tenant will be away from the Premises for seven (7) days or longer resulting in the Premises being unoccupied.
 - m. Tenant shall not give a key or access device for the Premises to anyone not listed in this Agreement without the Landlord's prior written consent.
 - n. Tenant shall protect against freezing of water pipes and the stoppage of the same in and about the Premises.
 - o. Tenant shall comply with all obligations imposed by applicable provisions of state and local building and housing codes materially affecting health and safety, including keeping the Premises in a clean and sanitary condition and maintaining adequate housekeeping standards.
 - p. Tenant shall properly dispose of all garbage and other waste at reasonable and regular intervals.
 - q. Tenant shall take all reasonable precautions to prevent the presence of mold and mildew in the Premises.
 - r. Tenant shall take all reasonable precautions to prevent the presence of pests, including rodents, arachnids, and insects (including bed bugs).
 - s. Vehicles may only be driven or parked on gravel or pavement, and not lawn or landscaping. All vehicles on the Premises must be currently registered and properly insured according to state law. Tenant shall not wash or repair vehicles on the Premises.
17. SERVICE ANIMALS/EMOTIONAL SUPPORT ANIMALS. No animals may be kept on the Premises without Landlord's written approval. If Tenant has a disability, and a service animal or emotional support animal is necessary because of that disability, Tenant may request that the service or emotional support animal to occupy the Premises as a reasonable accommodation. Tenant may be asked to provide written verification that they have a disability and that the accommodation related to a service or emotional support animal is necessary to give them an equal opportunity to use and enjoy the Premises. If Tenant has or acquires a service or emotional support animal, Tenant shall execute the Animal Addendum.

18. **EARLY TERMINATION BY TENANT.** If Tenant desires to vacate the Premises before the expiration of the Term, Tenant shall provide written notice to Landlord at least twenty-one (21) days in advance of the next first of the month upon which Rent is due. If Tenant vacates the Premises prior to the expiration of the Term and without notice as required by this paragraph, Tenant shall be liable for additional rent as provided for in RCW 59.18.310. Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Landlord in writing. Landlord will handle any items left behind in the unit by Tenant after early termination of the tenancy as required under RCW 59.18.310.
19. **DELIVERY OF PREMISES.** If for any reason Landlord does not deliver possession of the Premises on the commencement of the term of this Agreement, Rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within ten (10) days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.
20. **RENTERS INSURANCE.** Tenant is encouraged to obtain and maintain a policy of personal liability insurance (Renter's Insurance) from a licensed insurance carrier, with coverage of at least \$100,000 per occurrence.
21. **INDEMNIFICATION.** Tenant shall indemnify and hold harmless Landlord from any and all damages and litigation expenses resulting from claims or causes of action for injury to persons or property arising from any acts or omissions of Landlord, Landlord's employees, or Landlord's authorized agents, except in the case of Landlord's gross negligence or willful misconduct. Except for gross negligence or willful misconduct of Landlord, Tenant shall indemnify and hold harmless Landlord from and against all claims of whatever nature arising or resulting from any act, omission, or negligence of Tenant, Tenant's guests, or Tenant's agents in or about the Premises in connection with the use of the Premises.
22. **ACTIONS BY THIRD PARTIES / PERSONAL PROTECTION.** The Premises are located in a public park, which will be regularly used by members of the public. Landlord disclaims any warranties or representation that it will be liable to Tenant, Tenant's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by other persons. Tenant understands that Landlord and its legal representatives do not guarantee, warrant, or assure Tenant's personal security and are limited in their ability to provide protection. Tenant is advised to secure personal property left outdoors. Tenant understands and agrees that personal safety and security are Tenant's own personal responsibility. Further, Tenant is responsible for all damage caused to the Premises as a result of the acts or omissions of Tenant, their guests and invitees, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.
23. **SIGNIFICANT DAMAGE OR DESTRUCTION OF THE PREMISES.** In the event of significant damage to the Premises by fire, water, or other hazard, and the Premises is so damaged as to be unfit for occupancy, the Rent shall abate during the period of time the Premises cannot be occupied by

Tenant, but in all other respects the terms and provisions of this Agreement shall continue in full force and effect. Rent shall not abate if damages are caused by Tenant. In the event that the Premises is so damaged or destroyed as to be, in the sole opinion of Landlord, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction, and Tenant shall immediately vacate and pay Rent pro-rata through the day Tenant vacates the Premises.

24. JOINT AND SEVERAL LIABILITY FOR MULTIPLE RESIDENTS. If "Tenant" as defined above includes more than one person eighteen (18) years of age or older, all such persons are jointly and severally liable for all obligations arising under this Agreement and any addenda thereto, whether or not they remain in actual possession of the Premises. In the event of a default by any one Tenant, the remaining Tenant(s) shall remain responsible for all terms of this Agreement and any addenda thereto.
25. GOVERNING LAW AND VENUE. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. The venue for any legal action brought to enforce the terms of this Agreement shall be in Whatcom County Superior Court.
26. ATTORNEY FEES AND EXPENSES. In any action, suit, arbitration, or proceeding commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.
27. NONWAIVER OF BREACH. The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right to enforce these terms, covenants, agreements, and conditions, but the same shall continue in full force and effect.
28. GENERAL TERMS. No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Tenant and Landlord. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each Tenant warrants that they are of legal age to enter into this Agreement. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Landlord.
29. SEVERABILITY. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
30. ADDENDA.

- a. LEAD-BASED PAINT. The residence on the Premises was constructed before 1978 and therefore may contain lead-based paint. By initialing below, Tenant acknowledges receipt of the Environmental Protection Agency’s “Protect Your Family From Lead In Your Home” Pamphlet.

Tenant’s initials: _____

- b. MOLD. Landlord is not aware of any mold present in the Premises. By initialing below, Tenant acknowledges receipt of the Washington State Department of Health’s “Got Mold?” pamphlet.

Tenant’s initials: _____

- c. ANIMALS. If Tenant has one or more pets, service animals, or emotional support animals, by initialing below, Tenant acknowledges executing the Animal Addendum.

Tenant’s initials: _____

- d. ASBESTOS. Landlord is not aware of any asbestos present in the Premises except for what is sealed by paint on the “popcorn ceilings”. By initialing below, Tenant acknowledges receipt of the Asbestos Institute’s document on asbestos in ceilings.

Tenant’s initials: _____

31. TENANT OBLIGATIONS. Tenant’s obligations as described in this Agreement and the Addenda hereto are each material terms of this Agreement. By signing below, Tenant affirms that they have read this Agreement and its Addenda carefully, in its entirety, and understand each and every obligation, duty and/or responsibility created for the Tenant. Tenant further affirms that they shall fulfill every obligation, duty and/or responsibility contained in this Agreement and its Addenda, and further affirms that they shall comply with all rules and regulations stated herein. Tenant understands and agrees that violation of any of these obligations, duties and/or responsibilities, or rules or regulations, constitutes a substantial breach of this Agreement and may result in Landlord issuing a written notice of breach under RCW 59.18.650.

Executed by Landlord and Tenant on the date first above written.

Landlord

Tenant

By: _____
Its: _____

Print Name: _____
