

LEASE AGREEMENT

Berthusen Park House

1. RENT, TERM, AND DESCRIPTION OF PREMISES

This lease, executed on this ____ day of ____, 2022, by and between the **CITY OF LYNDEN**, as Landlord, and **Nancy Norris**, as Tenant, to lease the house and immediately surrounding property located at 8837 Berthusen Rd., Lynden, Washington (the "Premises"), on a monthly basis, beginning the 1st day of January, 2023 and ending the 31st day of December, 2024. The rent due under this lease is \$1,300.00 per month, plus leasehold excise tax, (currently set at 12.84%)

2. CHARACTER OF OCCUPANCY

Tenant shall be liable for rent and/or damages due under this lease and the performance of its terms and donations.

3. LATE RENT CHARGES

Rent is due and payable on the fifth day of each month. An additional \$2.00 per day will be added after the 6th of the month. Late rent charges, if not paid, accrue as rent owed.

4. CONDITION OF RENTAL PROPERTY

Tenant accepts the Premises as inventoried and agrees that those portions of the premises accessible and available to her are in acceptable condition. The Tenant accepts responsibility for any damages to the Premises caused by herself, her family, and her business or social guests.

The Tenant further agrees to the following:

- (a) To maintain the Premises in a clean and safe manner.
- (b) To remove from the Premises all rubbish, garbage and other waste in a clean and safe manner.
- (c) To keep grass mowed and flower beds clean around the Premises.
- (d) The Tenant hereby covenants and agrees to pay all the charges for utilities, including but not limited to, heat, electrical, telephone, and all other utilities which shall be used for the Premises. Normal residential water and sewer (septic) shall be provided without charge to the Tenant. 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.
- (e) The Tenant shall not make any alterations, additions or improvements on the Premises without the prior written consent of the Landlord. If the Tenant performs any alterations or installs any improvements on the Premises with the consent of the Landlord, such work shall be at Tenant's own expense (except general maintenance and repair), and Tenant shall comply with all laws governing such construction. Any permanent alterations, additions or improvements remain the property of the Landlord at such time as this agreement is terminated.
- (f) To be legally responsible for any destruction, defacement, damage, impairment, or removal of any part of the premises caused by an act or omission of the Tenant or by any person or animal or pet on the premises at any time with the express or implied permission or consent of the Tenant.

5. ASSIGNMENT AND SUB-LEASE

None of the Tenant's rights hereunder may be assigned or sub-let without the prior written consent of the Landlord.

6. DEFAULT

Should the Tenant fail to pay rent as it becomes due, this lease may be terminated at the option of the Landlord by giving three (3) days written notice to the Tenant. Should the Tenant fail to comply with any term, provision, condition, or the rules and regulations, now or subsequently published by the landlord, other than the payment of rent as prescribed, the landlord shall give notice in writing to the Tenant of such default and if the breach is not corrected within fourteen (14) days from the date of delivery of said notice to the Tenant's rental property, the lease is terminated thirty (30) days after the delivery of said notice. In the event of termination of this lease as herein provided, Tenant will immediately give peaceful possession of the rental property to the landlord, remove all Tenants' property from the premises and leave premises reasonably clean. If Tenant fails to surrender the premises, the landlord may, at her option, proceed to evict the Tenant, bring suit for the entire amount of the lease, or take action in default for the non-payment of rent. In case of default landlord may recover balance of rent due on lease plus any applicable attorney fees.

7. RIGHT OF ACCESS

The landlord, or their agents may, upon giving reasonable notice to the Tenant, enter the rental property during reasonable hours to inspect the premises, make necessary or agreed repairs, or to exhibit the rental property to prospective purchasers, mortgagors, Tenants, workmen or contractors.

8. NON-LIABILITY OF LANDLORD

The landlord shall not be liable for any injury to the Tenant, her family, her employees, or agents, her business or social guests or for any loss of or damage to goods and chattels resulting from any defect in the premises or any equipment installed or located therein: and the Tenant shall indemnify the landlord and hold her harmless from any and all claims for such injury or damage. If any employee or agent of the landlord shall, at the request of the Tenant, render any service or do any act for or on behalf of or at the direction of the Tenant, which act or service is not required by the term of this lease to be rendered by the Landlord or Tenant, then in any and all such cases such employee or agent of the landlord becomes wholly the agent of Tenant and the landlord shall not be liable in any manner for damage to property, or injury, or death to persons arising out of or in connection with the insurance on personal belongings in sufficient amount to cover value.

9. LEASE BINDING

This lease shall be binding on the landlord and Tenant and on their respective heirs, personal representatives and assigns, provided, however that this paragraph shall not be construed as permitting any assignment or transfer that is prohibited by paragraph 5. Should landlord request, Tenant shall provide a copy of lease agreement and all documents pertaining to the lease.

10. DESTRUCTION OF PROPERTY

In the event that the property is partially destroyed, the lease is binding although rent is abated at the time of destruction. If property is destroyed, the landlord has the option to repair or terminate lease without liability.

11. HOLDOVER PROVISION

Tenant must notify landlord of her intention to renew this lease 30 days prior to its expiration date; provided that, nothing herein provides Tenant with a right to renew the lease. A new lease must be signed for a mutually agreed period of time if the Tenant intends continuing occupancy.

12. EARLY TERMINATION

Tenant may terminate this lease without penalty upon 30 days' notice at any time prior to its expiration date.

13. ABANDONED PROPERTY

Upon lease termination and surrendering possession of the rental property to the landlord the Tenant or at the completion of the rental term or by any other means, any property remaining in or about the rental property shall be assumed by the landlord to be abandoned property and may be disposed of in accordance with laws of the state.

14. POSSESSION

It is the landlord's intent that the Tenant shall have possession of the rental property on the date of the beginning of the lease term.

15. RELATIONSHIP OF THE PARTIES

The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement

16. EXTENT OF AGREEMENT

This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

17. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by the parties hereto that this Agreement shall be governed by the laws of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

THIS IS TO ACKNOWLEDGE THAT I/WE UNDERSTAND THE ABOVE AND HAVE RECEIVED A COPY OF THIS LEASE AGREEMENT.

LANDLORD (Mayor Scott Korthuis)

Date

TENANT (Nancy Norris.)

Date