

**Buttes R.V. Park & Storage, LLC.  
RV PARKING SITE  
LEASE AGREEMENT**

This Lease Agreement is by and between Buttes R.V. Park & Storage, LLC, a Washington limited liability company (who shall be the Landlord as defined in law, hereinafter called "Owner") [redacted];

[redacted] (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident") and is effective the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

Buttes RV Park & Storage, LLC manages, operates and maintains a RV park on the real property commonly known as Buttes RV Park located at 20002 207<sup>th</sup> Street Ct. East, Orting, WA 98360.

1. **PREMISES.** The Owner hereby leases to the Lessee, and the Lessee hereby leases from the Owner the following described property:  
Section 04 Township 18 Range 05 Quarter 43 BUTTES PDD DIVISION 1, THE: BUTTES PDD DIVISION 1, THE SW OF SE 041805E TR I & J RECREATIONAL PARKING RETAINED BY THE BUTTES LLC TR I 36,687 SQ FT TR J APPROX 58,166 SQ FTTOTAL OF 2.18 AC EASE OF REC OUT OF 4000 & 0518033001 SEG N0338 11/30/01 MD.

RV Site #: [redacted] (the "Premises")

2. **TERM.** The term of this Agreement shall be (check one):

- a) a month-to-month tenancy beginning \_\_\_\_\_; OR
- b) Lease for a term of \_\_\_\_\_ months beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_\_.

If paragraph 1(b) is checked above, check one of the following (check one):

- c) Upon expiration of the above-stated initial term of Lease, this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Owner upon thirty days' written notice, OR
- d) Upon expiration of the above-stated initial term of Lease, all Resident's rights to occupy the premises shall cease without right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term.

3. **RENT.** Resident shall pay monthly rent and other charges in the following amounts:

MONTHLY PREMISES RENT (\$550.00 per month for one person)	\$ 550.00
MONTHLY EXTRA PERSON FEE (\$10.00 per extra person)	\$ _____ .00
<b>TOTAL RENT</b>	<b>\$ _____ .00</b>

The total amount set forth above is considered rent and is payable in advance by the **1st** day of each and every month during said term to Owner. Any rent unpaid by the due date is termed delinquent. Owner may, at Owner's option, apply funds received from Resident to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as

Owner/Agency Initial: \_\_\_\_\_ Tenant Initial: [redacted]

parking or storage rental, past due rent, and current rent.

**At any time during a month-to-month tenancy, rent may be increased on 30 days written notice.**

Rent received on or after the **7th** day of each month shall result in assessment against Resident of a **\$15.00 late payment charge plus \$15.00 each additional day** thereafter that rent has not been paid in full, all of which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

Any check, which fails to clear the bank, shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a **\$35.00 returned check fee**. Should Resident submit a check that is dishonored or returned for non-sufficient funds, or should Resident offer payment to cure any default such as following receipt of a 3 Day Notice to Pay or Vacate, Resident shall make such payment by cash, cashier's check or money order. If Resident gives Owner a check that is returned for non-payment, all future payments by Resident shall be made by cash, cashier's check or money order. Notwithstanding the foregoing, Owner may issue a 3 Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Owner shall give a statutory 3 Day Notice to Pay Rent or Vacate, or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of **\$50.00** for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

4. **HOLDOVER.** If Resident, without written consent of Owner, holds over after the expiration of the Term, such tenancy shall be for an indefinite period of time on a day to day tenancy and **\$40.00/day of daily rate** will apply during the day to day tenancy. If someone has a reservation for Premises, it may not be possible to holdover. Resident to Initial: \_\_\_\_\_

5. **HOA FEE.** Lease of RV space includes use of walking trail in the common areas and the front gate of The Buttes Home Owners' Association. On 1st day of each month, Resident shall pay **\$10.00 of Monthly HOA FEE** to Buttes HOA through Owner. Please include the HOA FEE to the monthly RENT. Resident to Initial: \_\_\_\_\_

6. **DEPOSIT.** Resident agrees to pay the sum of **\$700 as a deposit** for all purposes, including unpaid rent, damage, late payment, utilities, holdovers and other charges. Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Owner. At the conclusion of the tenancy, Resident shall provide Owner with a single forwarding address to which the deposit accounting and any refund are to be sent. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address within 14 days after termination of this Agreement and vacation of the premises, conditioned upon Resident's compliance with this Agreement and the following:

- a) Resident shall have complied with all the conditions of this Agreement.
- b) Resident shall clean and restore the premises to its condition at the commencement of this tenancy less wear and tear from normal usage.
- c) Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Owner.
- d) Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$75

Owner/Agency Initial: \_\_\_\_\_

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per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.

- e) Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges. Any refund will be mailed to Residents at their last known address within 14 days of vacancy of the Premises.

7. **APPLICATIONS AND SCREENING FEES:** Application and/or screening fees paid prior to commencement of tenancy in the amount of \$35.00 are non-refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during the Resident's occupancy of the Premises at Owner's expense. Resident warrants that they have never been convicted of nor pled guilty or no contest to a felony (whether or not resulting in a conviction) and that Residents have never been convicted of or pleaded guilty or no contest to a misdemeanor involving sexual misconduct, or a crime against a child (whether or not resulting in a conviction). Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and that Owner may take legal action to terminate this Agreement in such case. **Resident to Initial:** \_\_\_\_\_.

8. **TERMINATION OF TENANCIES:** Resident understands that this tenancy shall terminate at 11 AM on the last day of occupancy. It is Resident's obligation to have the premises vacant and thoroughly clean by that hour. Unless paragraph 2(d) governs this Agreement, **any notice of termination shall be by written notice of at least twenty (20) days before the end of any monthly rental period**, given by either party to the other. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Owner in writing. If Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310. **Resident to Initial:** \_\_\_\_\_.

9. **USE/ASSIGNMENTS OR SUB-LETTING:** Resident 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, including, but not limited to, garage/yard sales and private lessons/tutoring. Resident shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Resident shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

_____	_____
_____	_____
_____	_____

Changes in occupancy are not permitted without the prior written approval of Owner at the Owner's sole discretion. In the event that Resident contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Owner consents thereto and prepares a revised rental Agreement, which shall be signed by all Residents. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy.

Owner/Agency Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_

**10. UTILITY CHARGES:**

Paid for by Owner to utility: Water, Sewer and Garbage

Electricity charges will be billed to Resident based upon invoices received by Owner/Agent directly from utility. See below regarding billing practices.

**BILLING PRACTICES.** Resident must pay amounts charged for utilities within 10 days after Resident receives the bill. Utility payments received by Owner/Agent after 10 days will be considered late. To understand how late payments and returned checks will be handled see Section 3 of this agreement. Non-payment of utility charges may lead to eviction proceeding. Owner is entitled to use resident's security deposit to recover unpaid utility charges upon move-out. Owner/Agent is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Resident's lack of payment or otherwise.

- 11. DELIVERY OF PREMISES:** If for any reason whatsoever Owner does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner 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 Owner be liable to Resident for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 5 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident
- 12. ATTORNEYS FEES:** As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located.
- 13. NON-WAIVER OF BREACH AND SEVERABILITY:** The failure of Owner 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 of such term or Agreement, but the same shall remain in full force and effect. 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.
- 14. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION:** Owner disclaims any warranties or representation that it will be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited in their ability to provide protection. **Resident understands that any proactive steps owner has taken are neither a guarantee nor a warranty that there will be no criminal acts or that resident will be free from the violent tendencies of third persons. Resident has been informed and understands and agrees that personal safety and security are resident's own personal responsibility.** Harassment or intimidation of a resident, guest, owner or owner's agent is prohibited.

- 15. **INSURANCE:** Resident acknowledges that Owner’s insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Owner be held liable for such losses. Resident is hereby advised to obtain his own insurance policy to cover any personal losses.
  
- 16. **ATTRACTIVE NUISANCES:** Residents agree to not use, install, allow or support any attractive features including but not limited to trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury. Any trampolines/attractive features or such other items in Resident’s possession shall be stored in such a way that they cannot be used. Resident agrees to have items dismantled and stored in a safe condition.
  
- 17. **LIENS AND SALES:** Owner may mortgage the Premises or Property or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.
  
- 18. **ORDINANCE AND REGULATIONS:** Resident shall comply with all applicable laws, statutes and ordinances of Pierce County, and all rules and requirements prescribed in the Declaration of Covenants, Restrictions, Conditions, and Easements of The Buttes Homeowners’ Association, Inc.
  
- 19. **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 Resident and Owner. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Owner
  
- 20. **RESIDENT’S OBLIGATIONS:** Resident agrees as follows:

**General**

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible.
- b) To execute all revised rental agreements upon request.
- c) Provide the Owner with emergency contact information within (10) days of commencement of tenancy and to provide updated or new information whenever such information is available.
- d) To notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Owner by any governmental agency resulting from a Resident’s negligent behavior, including but not limited to, a failure to observe burn bans, or Resident’s maintenance of a nuisance shall be the responsibility of the Resident to pay.
- e) Not to do or keep anything in or about the premises which will increase the present insurance rate

Owner/Agency Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_

thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule.

- f) Resident agrees to provide written notice to Owner regarding any habitability issues and to give Owner the opportunity to cure the defective condition prior to exercising any other option granted to the Resident under law. Owner is under no obligation to correct or repair any defective conditions caused by the Resident.

**Conduct**

- g) Resident is responsible for their own proper conduct and of all guests, including the responsibility for understanding and observing all policies and rules.
- h) Resident shall reimburse Owner immediately upon demand in the amount of the loss, property damage, or cost of repairs or service caused by negligence or improper use by Resident, their invitees, family or guests. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident shall not be deemed a waiver thereof; and Owner may demand the same at any time.
- i) Not to permit any person to occupy the Premises other than those persons identified in paragraph #9. Guests of Resident staying a maximum of 7 days are permitted within any given 4 week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$2.00.
- j) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Owner's prohibition on the use of the Premises for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or wellbeing of any resident, family member, guest or invitee resident at the Premises or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- k) Resident shall not keep or maintain a nuisance on the Property.
- l) Resident shall not make or allow any disturbing noises that will interfere with the rights, comforts or convenience of others. TV, stereo, radio and musical instrument volumes are to be played at a volume that will not disturb others.
- m) To notify Owner immediately in writing of any necessary repairs or damage to the premises.; Notification should be immediate in an emergency. Repair requests should be made as soon as the defect is noted.
- n) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure, facilities or equipment, or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so. Resident agrees to notify Owner of any such damage that occurs and to repair at Resident's expense any damage to the premises or equipment caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs.
- o) Not to make any alterations, additions, painting or improvements to the premises, nor change or add telephone or cable T.V. jacks

**Cleanliness & Trash**

- p) The premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures.
- q) Resident agrees not to store any hazardous material including but not limited to asbestos,

Owner/Agency Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_

petroleum and petroleum by-products, old batteries, or paint on the premises or Property.

- r) Resident agrees to keep the grounds of the Premises in good order and condition, and not to let or permit any rubbish to be deposited thereon.

21. **DAMAGE OR DESTRUCTION OF PREMISES:** In the event of damage to the Premises by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Resident vacates the Premises for a period of time, Resident is obligated to vacate as instructed by Owner and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if the tenant caused the damages. In the event that the Premises are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired, then this Agreement shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent up to the day Resident vacates the Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written. Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

**Resident:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Resident:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Owner:**

Buttes R.V. Park & Storage, LLC , a Washington limited liability company

Signature: \_\_\_\_\_

Name: Jun Lee

Title: Owner

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

**Agent:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Owner/Agency Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_

**Appendix 1 – Resident Information**

Contact information	
Name	
Address	
Cell Phone No	
Email Address	<input type="checkbox"/> Receive receipts

Proposed Occupant(s)			
NAME	RELATIONSHIP	OCCUPATION	AGE

Proposed Pets(s)			
NAME	TYPE / BREED	WEIGHT	AGE

Vehicles Information					
YEAR	MAKE	MODEL	COLOR	PLATE #	STATE

Owner/Agency Initial: \_\_\_\_\_

Tenant Initial: