

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 26, 2012**

AGENDA ITEM: Lease Agreement with Tracey Mackie, Paige Mackie and Garret Mackie for Mother Nature's Window residence	AGENDA SECTION:	
PREPARED BY: Jim Ballew – Director of Parks and Recreation	AGENDA NUMBER:	
ATTACHMENTS: Lease Agreement	APPROVED BY: J. Ballew	
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

The attached Lease with Tracey Mackie, Paige Mackie and Garret Mackie is for the residence located at the Mother Nature's Window residence on 9623 55<sup>th</sup> Avenue NE, Marysville WA.

The lease requires payment of \$1100 a month which includes State Leasehold Excise Tax and includes a deposit of \$250.00 and non-refundable cleaning fee of \$150.00. The Lease is month to month.

**RECOMMENDED ACTION:** Staff recommends the City Council authorize the Mayor to sign the Lease Agreement with Tracey Mackie, Paige Mackie and Garret Mackie for Mother Nature's Window property residence.

**COUNCIL ACTION:**

## RESIDENTIAL LEASE AGREEMENT AND SECURITY DEPOSIT RECEIPT

THIS LEASE AGREEMENT is made this 1<sup>ST</sup> day of NOVEMBER, 2012, between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the "Landlord," and TRACEY MACKIE, PAIGE MACKIE and GARRETT MACKIE, hereinafter called the "Tenant."

Landlord and Tenant do contract and agree upon the following terms and conditions:

1. **PROPERTY LEASED:** The property which is the subject of this lease is situated in Snohomish County, Washington and legally described as:

The residence and a portion of the following-described property 180 feet (east-west) by 240 feet (north-south) together with driveway, depicted as "Residence Rental Area" on **EXHIBIT A** attached hereto:

The West half of the Northeast quarter of the Southwest quarter of Section 15, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington;  
LESS County Roads;  
AND LESS the North 652 feet thereof.

Snohomish County tax parcel 300515-003-005-00

the address of which is 9623 – 55<sup>th</sup> Avenue NE, Marysville, WA 98270.

2. **LEASE TERM:** This lease shall commence on November 1, 2012, and shall be a month-to-month tenancy, which may be terminated by either Landlord or Tenant giving the other party written notice of intent to terminate, which notice must be received at least 20 days prior to the intended date of vacation and 20 days prior to the date rent is due, excluding date of receipt.

3. **RENT:** Tenant shall pay rent in the amount of \$974.83 per month for the above premises, payable in advance on or before the first day of each month of the lease term. Tenant shall also pay to Landlord leasehold excise tax in the sum of \$125.17, which leasehold excise tax shall be paid with the monthly rental payment and shall constitute additional rent due hereunder, for a total monthly rental payment of \$1,100.00.

4. **LATE CHARGE:** Rent payment received by Landlord after the 5th day of the month shall include a late payment charge of \$55.00, which charge shall constitute additional

rent due hereunder. PROVIDED, however, that Landlord shall not, by accepting a late payment charge, waive Landlord's right to be paid per the terms of this contract.

5. **NSF CHECK CHARGE:** A \$35.00 fee will be charged for each check returned for insufficient funds or that cannot be cashed on the day it is received or presented for payment. Said NSF charge shall be in addition to any applicable late charge, and shall constitute additional rent due hereunder. No postdated checks will be accepted as rental payment.

6. **UTILITIES:** Tenant shall pay for and keep current the payment of all utilities supplied to the premises during the lease term.

7. **SEPTIC SYSTEM:** The property is served by an on-site sewage disposal system. Tenant shall take precautions for the preservation of the septic drainfield as follows:

- (a) Tenant shall not add any septic tank additives to the septic system;
- (b) Tenant shall not flush harmful materials into the septic tank such as grease, cooking fats, newspaper, paper towels, facial tissue, rags, coffee grounds, sanitary napkins or tampons, disposable diapers, cigarettes, solvents, oils, paint, pesticides, etc.;
- (c) Tenant shall not install or use a garbage disposal or grinder;
- (d) Tenant shall not permit traffic such as vehicles, heavy equipment or livestock to enter the septic drainfield area.

8. **LEAD-BASED PAINT:** The subject residence was built prior to 1978 and is therefore subject to lead-based paint disclosure regulations issued by the federal Environmental Protection Agency (EPA) and the Department of Housing and Urban Development (HUD). A "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" is **EXHIBIT B** to this agreement.

9. **MOLD HAZARDS INFORMATION:** In compliance RCW 59.18.060(12) Landlord has provided Tenant with a copy of "A Brief Guide to Mold, Moisture, and Your Home" prepared by the U.S. environmental Protection Agency. Tenant hereby acknowledges receipt of said guide.

10. **USE OF THE PREMISES:** Tenant agrees that the premises will be used as the residence for Tenants only. Tenant shall permit no guest to stay at the rental premises for longer than two weeks without advance written permission of Landlord. Tenant shall not use said premises for any purpose other than that of a residence and shall not use said premises, or any part thereof, for any illegal purpose. Tenant agrees to conform to municipal, county and state codes, statutes, ordinances and regulations concerning the use and occupation of said premises.

11. **RISK OF LOSS:** Tenant agrees that all personal property kept at the lease premises by Tenant shall be at the risk of Tenant. Tenant further agrees not to hold Landlord liable in any manner or on account of any loss or damage sustained by action of any third party, fire, water, theft or elements.

Tenant acknowledges that Landlord does not insure Tenant's property kept at the lease premises, and it shall be Tenant's responsibility to secure Tenant's own insurance if Tenant so desires. Landlord's casualty insurance upon the leased premises is for the benefit of Landlord, and will not benefit Tenant or provide any coverage for Tenant's contents or possessions.

12. **TENANT DUTIES:** Tenant agrees to:

- (a) Keep the premises in clean and sanitary condition;
- (b) Properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals, and to assume all costs of extermination and fumigation for infestation caused by Tenant;
- (c) Properly use and operate all electrical, gas, heating and plumbing fixtures and appliances;
- (d) Maintain the smoke detection and carbon monoxide alarm devices in the premises in accordance with the manufacturer's recommendations including the replacement of batteries where required for the proper operation of the smoke detection and carbon monoxide alarm devices;
- (e) Mow the lawn and water the lawn and shrubbery (unless limited by government-imposed watering restrictions); keep the lawn, flowers and shrubbery thereon in good order and condition; keep the sidewalk surrounding said premises free and clear of all obstructions;
- (f) Replace in a neat and workmanlike manner all glass and doors broken during occupancy;
- (g) Use precaution against freezing of water or waste pipes and stoppage of the same in and about said premises, and not leave water running in the kitchen, bathroom, laundry or elsewhere;
- (h) Not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (i) Not permit a nuisance or common waste;
- (j) Not disturb neighbors;
- (k) Not engage in living or housekeeping habits resulting in damage to the lease premises;

- (l) Not engage in drug-related activity at the rental premises, or allow a subtenant, sublessee, resident, family member or anyone else to engage in drug-related activity at the rental premises;
- (l) Not keep or have on the leased premises any article or substance that is illegal to possess. Identification of such an article or substance shall be grounds for immediate eviction;
- (m) Not engage in criminal activity involving crimes of physical violence to persons or property, nor permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so;
- (n) Not engage in any illegal gang-related activity, and not permit any member of Tenant's family, any person invited to the premises by Tenant, or any person acting under Tenant's control to do so; "illegal gang" refers to a group of people involved in organized illegal activity or antisocial behavior, or a member of such group.

In compliance with RCW 59.18.060, Tenant is notified that there is a smoke detection device in the lease premises as required by RCW 43.44.110. Tenant is informed of Tenant's responsibility to maintain the smoke detection device in proper operating condition as specified by the manufacturer, including replacement of batteries where required. Failure to comply with RCW 43.44.110 is punishable by a fine of not more than \$200.00.

Tenant is notified that there is a carbon monoxide alarm in the lease premises as required by RCW 19.27.530. Tenant is required to maintain the carbon monoxide alarm as specified by the manufacturer, including the replacement of batteries.

13. **LANDLORD DUTIES:** Landlord agrees to maintain the premises as required by applicable law; PROVIDED, that Landlord shall have no duty to repair a defective condition, at Landlord's expense, where the defective condition was caused by the conduct of the Tenant, or Tenant's family, invitee or other person acting under Tenant's control, or where Tenant unreasonably fails to allow the Landlord access to the lease premises for purposes of repair.

14. **PARKING:** Tenant shall park only on paved or gravel surfaces designated by Landlord as parking areas and shall park no inoperative vehicle at the premises for more than three (3) days.

15. **ALTERATIONS:** Tenant agrees not to make alterations or do or cause to be done any painting or wallpapering to said premises without the prior written consent of Landlord.

16. **PETS AND ANIMALS:** The following applies to pets and animals:

1 dog shall be allowed inside and outside of the leased premises, with the Tenant being fully responsible for all damages caused by pets, including replacement of any soiled carpets, whether or not the Tenant believes the carpets might be cleaned. When outside the premises, the dog shall be leashed or penned at all times.

Tenant agrees to pay the Landlord in full for any damages caused by Tenant's pets. Tenant represents to Landlord that none of the pets allowed have ever attacked and/or bitten another domestic animal or a human being and are not dangerous to human beings or other domestic animals.

17. **ASSIGNMENT AND SUBLETTING:** This lease shall not be assigned, nor shall all or any part of the lease premises be sublet, nor shall accommodations be given to any roomers or lodgers, by Tenant or by operation of law or otherwise, without the prior written consent of Landlord.

18. **INSPECTION:** Tenant agrees that Tenant has made inspection of the premises and accepts the condition of the premises in its present state, and that there are no repairs, changes or modifications to said premises to be made by Landlord.

19. **ACCESS BY LANDLORD:** Landlord, or Landlord's agent, shall have the right to access to the premises for the purpose of:

- (a) Inspection;
- (b) Repairs, alterations or improvements;
- (c) To exhibit or display the premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

Except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant two days advance written notice of intent to enter for purposes of (a) and (b) above, and one day advance written notice of intent to enter for purposes of (c) above. Notice shall be deemed given when posted upon the premises. Access shall be at reasonable times, except in case of emergency or abandonment.

20. **DEFAULT:** If any rents above reserved, or any part thereof, shall be or remain unpaid when the same become due, or if Tenant shall violate or default in any of the covenants, agreements or terms of this lease, then it shall be the option of Landlord to declare this lease terminated. Upon termination of the lease on account of Tenant's default, Landlord shall have the right to re-enter the premises and remove all persons and property therefrom, but notwithstanding such re-entry by Landlord, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the lease term.

In the event Landlord is required to retain the services of an attorney and/or process server to serve notices as required by RCW 59.12.030, Tenant shall pay Landlord \$125.00 for each occasion upon which any such notice is served in compensation for Landlord's expenses in connection with such notices, which sum shall constitute additional rent due hereunder.

21. **ATTORNEY'S FEES:** Should a dispute arise between the parties with respect to this lease, the prevailing party in such a dispute shall have the right to damages, including reasonable attorney's fees and costs of litigation. If as a result of Tenant's default, Landlord retains the services of an attorney to enforce this lease, Tenant shall reimburse Landlord for attorney's fees and costs incurred in such enforcement, which fees and costs shall constitute additional rent hereunder.

22. **SURRENDER OF LEASE PREMISES:** At the end of the lease term, or at such other time as the lease may be terminated, Tenant agrees to surrender the lease premises in as good a condition, normal wear and tear excepted, as the premises were in at the beginning of the lease term.

23. **SECURITY DEPOSIT:** Tenant has deposited with Landlord a security and damage deposit in the sum of \$250.00. Said deposit shall be deposited in a City of Marysville account with Bank of America, Marysville, Washington. All or a portion of such deposits may be retained by Landlord and a refund of any portion of such deposits is conditioned as follows:

- (a) Tenant shall fully perform Tenant's obligations hereunder;
- (b) Tenant shall clean and restore said residence and return the same to Landlord in its initial condition, except for reasonable wear and tear from ordinary use;
- (c) Tenant shall have remedied or repaired to Landlord's satisfaction any damage to the premises, equipment or furnishings;
- (d) Tenant shall surrender to Landlord the keys to the premises;
- (e) Tenant shall pay for all services and utilities supplied to the premises.

Any refund from security deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within 14 days after the termination of the tenancy and vacation of the premises. Landlord may apply the security deposit to the payment of any sums owing to Landlord in connection with this rental agreement including, but not limited to, unpaid rent, tenant damage to the rental premises, normal wear and tear resulting from ordinary use of the premises excepted, Landlord's attorney's fees and costs in enforcing this rental agreement, and payment of any judgment obtained by Landlord in connection with the enforcement of this rental agreement or the eviction of Tenant; provided that nothing herein shall be construed as requiring Landlord to apply the security deposit to payment of any such judgment.

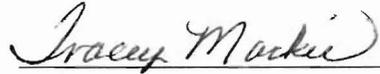
24. **NONREFUNDABLE FEES:** The sum of \$150.00 is paid to landlord herein and shall be retained by Landlord as a nonrefundable cleaning fee, and is in addition to the security and damage deposit, and not a part thereof.

25. **SEVERABILITY:** If any provision of this lease shall be declared unlawful or invalid in any respect, said declaration shall not affect the validity of any other provision of this lease.

IN WITNESS WHEREOF, Tenant and Landlord have hereunto set their hands and seals the day and year first above written.

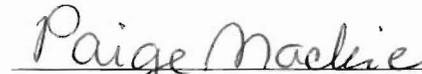
CITY OF MARYSVILLE, Landlord

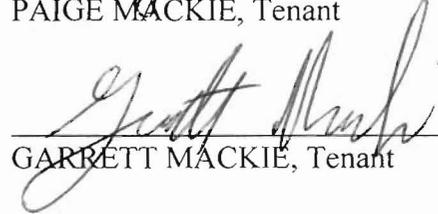
By \_\_\_\_\_  
JON NEHRING, Mayor

  
TRACEY MACKIE, Tenant

Landlord's Address:

1049 State Avenue  
Marysville, WA 98270

  
PAIGE MACKIE, Tenant

  
GARRETT MACKIE, Tenant

**EXHIBIT A**  
**AERIAL MAP WITH RENTAL AREA OUTLINED**

**PLEASE ATTACH**

**EXHIBIT B**  
**LEAD DISCLOSURE STATEMENT**  
**(Attach if rental unit was constructed prior to 1978)**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<p> <u>Tracy Mackie</u> _____ <u>10/25/12</u> _____          Lessor Date</p>	<p><u>Giff Mack</u> _____ <u>10/25/12</u> _____          Lessor Date</p>
<p><u>Tracy Mackie</u> _____ <u>10/25/12</u> _____          Lessee Date</p>	<p><u>Paige Mackie</u> _____ <u>10/30/12</u> _____          Lessee Date</p>
<p>_____          Agent Date</p>	<p>_____          Agent Date</p>

## Landlord Tenant Checklist

Note: This checklist is intended for use as a record for the condition of the rental unit. This list does not obligate the landlord to make repairs.

### Living/Dining Room

Item	Condition Moving In	Condition Moving Out
Paint Walls	walpapering / old	
Ceiling	-	
Carpet/Floors	-	
Windows	-	
Curtains	-	
Light Fixtures	-	
Outlets	-	
Fireplace	pellet stove	
Furniture	N/A	

### Kitchen

Item	Condition Moving In	Condition Moving Out
Refrigerator	-	
Oven	-	
Burners	-	
Cabinets	-	
Paint/Walls	-	
Ceiling	-	
Floors	-	
Light Fixtures	-	
Outlets	-	
Sink/drain	Staining under sink	
Garbage Disposal	N/A	
Dishwasher	-	
Counter Surfaces	-	
Fan	-	
Windows	-	
Furniture	N/A	
laundry	floor tile damaged	

### Bedroom 1

Item	Condition Moving In	Condition Moving Out
Paint/Walls	warping/old	
Ceiling		
Carpet/Floors	—	
Closet	—	
Windows	—	
Curtains	—	
Light Fixtures	—	
Outlets	—	
Furniture	N/A	

### Bedroom 2

Item	Condition Moving In	Condition Moving Out
Paint/Walls	—	
Ceiling	—	
Carpet/Floors	1 small stain	
Closet	—	
Windows	—	
Curtains	—	
Light Fixtures	—	
Outlets	—	
Furniture	N/A	

### Bathroom

Item	Condition Moving In	Condition Moving Out
Cabinets	—	
Paint/Walls	—	
Ceiling	—	
Floors	—	
Light Fixtures	—	
Outlets	—	
Faucets	—	
Toilet	—	
Sink/drain	—	
Counter Surfaces	—	

Fan	—	
Windows	—	
Bath/Shower	—	
Other		

Other Comments: (Unusual odors, condition of the outside of the dwelling, yard or any rooms not listed.)

MOVE IN:

MOVE IN:

CITY OF MARYSVILLE, Landlord

By \_\_\_\_\_  
 \_\_\_\_\_ (print name)  
 \_\_\_\_\_ (title)

DATE: \_\_\_\_\_

Tracey Mackie 10/25/12  
 TRACEY MACKIE, Tenant

Paige Mackie  
 PAIGE MACKIE, Tenant

Garrett Mackie  
 GARRETT MACKIE, Tenant

DATE: 10/25/12

MOVE OUT:

MOVE OUT:

CITY OF MARYSVILLE, Landlord

By \_\_\_\_\_  
 \_\_\_\_\_ (print name)  
 \_\_\_\_\_ (title)

DATE: \_\_\_\_\_

Tracey Mackie  
 TRACEY MACKIE, Tenant

Paige Mackie  
 PAIGE MACKIE, Tenant

Garrett Mackie  
 GARRETT MACKIE, Tenant

DATE: 10/25/12

**PROVIDE TENANT WITH**  
***Protect Your Family From Lead in Your Home***

**[http://www.pueblo.gsa.gov/cic\\_text/housing/finlead/finlead.pdf](http://www.pueblo.gsa.gov/cic_text/housing/finlead/finlead.pdf)**

**ALSO PROVIDE TENANT WITH**  
***A Brief Guide to Mold, Moisture, and Your Home***

**<http://www.epa.gov/mold/moldguide.html>**