

**CITY OF MARYSVILLE**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: February 25, 2013**

<b>AGENDA ITEM:</b> Lease Agreement with Michael Schwartz and Marissa Heller for residence location of 5626 61 <sup>st</sup> Street NE, Marysville WA	<b>AGENDA SECTION:</b>	
<b>PREPARED BY:</b> Jim Ballew – Director of Parks and Recreation	<b>AGENDA NUMBER:</b>	
<b>ATTACHMENTS:</b> Lease Agreement	<b>APPROVED BY:</b> J. Ballew	
	<b>MAYOR</b>	<b>CAO</b>
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>	

The attached Lease with Michael Schwartz and Marissa Heller is for the residence located at 5626 61<sup>st</sup> Street NE, Marysville WA

The lease requires payment of \$733.46 a month which includes State Leasehold Excise Tax and includes a deposit of \$250.00 and non-refundable cleaning fee of \$125.00. The Lease is month to month.

<b>RECOMMENDED ACTION:</b> Staff recommends the City Council authorize the Mayor to sign the Lease Agreement with Michael Schwartz and Marissa Heller for the residence location of 5626 61 <sup>st</sup> Street NE, Marysville, WA
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<b>COUNCIL ACTION:</b>
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# RESIDENTIAL LEASE AGREEMENT AND SECURITY DEPOSIT RECEIPT

THIS LEASE made this 1st day of March, 2013, between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter called the "Landlord," and Michael Schwartz and Marris Heller 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:

## SEE ATTACHMENT A

Tax Parcel Nos.: 300527-003-060-00 and portion of 300534-002-006-00

the address of which is 5626 – 61st Street NE, Marysville, WA 98270.

## 2. LEASE TERM:

- The premises are leased for a term of \_\_\_\_\_, commencing \_\_\_\_\_, and terminating \_\_\_\_\_.
- This lease shall commence on March 1, 2013, 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 \$650.00 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 \$83.46, 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 \$733.46.

4. **LATE CHARGE:** Rent payment received by Landlord after the 5th day of the month shall include a late payment charge of \$50.00, 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 **ATTACHMENT 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 Tenant(s) and the following-named children:

Makenna Austin

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.

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:

- No pets or animals shall be allowed inside or outside of the leased premises.
- \_\_\_\_\_ dog(s) \_\_\_\_\_ cat(s) shall be allowed, but shall not be allowed inside the leased premises.

- Two (2) dog(s) \_\_\_\_\_ cat(s) 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.
  
- Other pets allowed are: \_\_\_\_\_  
\_\_\_\_\_.

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 shall have the right to place and maintain "for rent" signs in a conspicuous place on the lease premises for thirty (30) days prior to the expiration of this lease. 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. **MONTH-TO-MONTH TENANCY AFTER LEASE TERM:** In the event Tenant continues with the permission of Landlord to rent the premises after the expiration of the lease term, said tenancy shall be deemed 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. No partial credit shall be given for vacating the premises prior to the end of the last day in the final month of tenancy. In the event of a month-to-month tenancy after expiration of the lease term, all other terms and conditions of this lease shall remain in full force and effect.

24. **SECURITY DEPOSIT:** Tenant has deposited the sum of \$250.00 receipt of which is hereby acknowledged, which sum shall be deposited by Landlord.

All or a portion of such deposit may be retained by Landlord and a refund of any portion of such deposit is conditioned as follows:

- (a) Tenant shall fully perform its 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;
- (c) Tenant shall have remedied or repaired any damage to the premises;
- (d) Tenant shall surrender to Landlord the keys 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 lease including, but not limited to, unpaid rent, tenant damage to the lease premises, normal wear and tear resulting from ordinary use of the premises excepted, Landlord's attorney's fees and costs in enforcing this lease, and payment of any judgment obtained by Landlord in connection with the enforcement of this lease 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.

25. **NONREFUNDABLE FEES:** The sum of \$125.00 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.

26. **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 \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Tenant

Landlord's Address:  
1049 State Avenue  
Marysville, WA 98270

\_\_\_\_\_  
Tenant



## ATTACHMENT A LEASE PREMISES DESCRIPTION

All that portion of the Northeast quarter of the Northwest quarter of Section 34 and of Southeast quarter of the Southwest quarter of Section 27, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the quarter corner between Sections 27 and 34, Township 30 North, Range 5 East, W.M.; Thence North 89°21' West along the section line for 850 feet to the True Point of Beginning; Thence North 37°48' East 190 feet to the South line of county road; Thence South 53°12' East along county road line for 59.4 feet; Thence South 34°09' West for 202.7 feet; Thence North 57°30' West for 20.9 feet; Thence South 33°51' West for 136.2 feet; Thence South 68°16' East for 52.8 feet; Thence South 17°45' West for 214.2 feet; Thence South 6°50' East for 445 feet; Thence South 17°28' East for 183.8 feet; Thence South 0°13' East for 302.0 feet, more or less, to South line of the Northeast quarter of the Northwest quarter of said Section 34; Thence North 89°00' West along sixteenth line for 487 feet to the Southwest corner of said Northeast quarter of the Northwest quarter of said Section 34; Thence North 0°13' West along sixteenth line for 1040 feet; Thence South 89°00' East for 331 feet; Thence North 0°15' West for 256.4 feet, to the North line of said Section 34; Thence South 89°21' East along section line for 113 feet to the Point of Beginning.

**EXCEPT** the following-described portion of tax parcel 300534-002-006-00:

That portion of the Northeast quarter of the Northwest quarter of Section 34, Township 30 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the North quarter corner of said Section 34; Thence along the North line of said section, North 89°21'00" West 764.34 feet to the Westerly line of Boundary Line Adjustment No. 01-002, recorded under Recording No. 200205315006, records of said Snohomish County; Thence along said Westerly line through the following courses:

South 34°09'00" West 63.11 feet; Thence North 57°30'00" West 20.90 feet; Thence South 33°51'00" West 136.20 feet; Thence South 68°16'00" East 52.80 feet; Thence South 17°45'00" West 214.20 feet; Thence South 06°50'00" East 414.73 feet to the **True Point of Beginning**;

Thence continuing along said Westerly line through the following courses:

South 06°50'00" East 30.27 feet; Thence South 17°28'00" East 183.80 feet; Thence South 00°13'00" East 300.64 feet to the South line of said subdivision; Thence leaving said Westerly line, along said South line, North 89°02'32" West 492.54 feet to the Southwest corner of said subdivision; Thence along the West line of said subdivision, North 00°37'37" West 1040.00 feet; Thence South 89°00'00" East 243.39 feet; Thence South 27°10'51" East 82.08 feet; Thence South 23°04'49" East 75.74 feet; Thence South 21°52'42" East 141.26 feet; Thence South 19°48'06" East 113.05 feet; Thence South 15°04'00" East 163.38 feet to the **True Point of Beginning**.



**THE RENTALL UNIT WAS BUILT BEFORE 1978.  
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)**

**FOR EVERY RESIDENTIAL LEASE OR RENTAL AGREEMENT  
LANDLORD MUST PROVIDE TENANT WITH  
INFORMATION ON THE HAZARDS OF MOLD  
APPROVED BY THE WA STATE DEPT OF HEALTH**

**A brief Guide to Mold, Moisture, and Your Home (published by EPA)  
<http://www.epa.gov/mold/pdfs/moldguide.pdf>**

## 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		
Ceiling		
Carpet/Floors		
Windows		
Curtains		
Light Fixtures		
Outlets		
Fireplace		
Furniture		

### Kitchen

Item	Condition Moving In	Condition Moving Out
Refrigerator		
Oven		
Burners		
Cabinets		
Paint/Walls		
Ceiling		
Floors		
Light Fixtures		
Outlets		
Sink/drain		
Garbage Disposal		
Dishwasher		
Counter Surfaces		
Fan		
Windows		
Furniture		

### Bedroom1

Item	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Carpet/Floors		
Closet		
Windows		
Curtains		
Light Fixtures		
Outlets		
Furniture		

### Bedroom2

Item	Condition Moving In	Condition Moving Out
Paint/Walls		
Ceiling		
Carpet/Floors		
Closet		
Windows		
Curtains		
Light Fixtures		
Outlets		
Furniture		

### 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:

LANDLORD1, Landlord

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

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

MOVE IN:

\_\_\_\_\_  
 TENANT1, Tenant

\_\_\_\_\_  
 TENANT2, Tenant

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

MOVE OUT:

LANDLORD1, Landlord

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

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

MOVE OUT:

\_\_\_\_\_  
 TENANT1, Tenant

\_\_\_\_\_  
 TENANT2, Tenant

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