

## SUNSET POINT LAKE HOME RENTAL LEASE AGREEMENT

THIS LEASE dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month, Year)

BETWEEN:

**Laurel Anderson-Rostami**

(collectively and individually the "Landlord")

- AND -

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(the "Tenant")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Landlord and the Tenant agree to the following:

### Leased Property

1. The Landlord agrees to rent to the Tenant the upstairs unit of a split-level house, municipally described as 34405 Columbine Lane, Polson, Montana 59860 (the "Property"), for use as vacation rental only. The Property is more particularly described as follows: A vacation rental and retreat.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will stay in the Property except for members listed on the Tenant's booking agreement.
3. No pets or animals are allowed to be kept in or about the Property.
4. Tenant is entitled to the use of up to two parking spaces.
5. The Tenant and members of Tenant's household will not smoke on the Property.
6. The Landlord has supplied and the Tenant agrees to use and maintain in good condition, the furnishings, household items, home, surrounding property, paddle boards, kayaks, dock, and any other additions made to the vacation rental home and property for the Tenant's use. **The Tenant will communicate within 24 hours any problems with the home and the surrounding property.**
7. At any point during the stay the Tenant will communicate anything noticed as unsatisfactory about the Property so the Landlord has a chance to bring satisfaction or resolve to the situation.

## Term

8. The term of the Lease is a periodic tenancy commencing at 4pm on \_\_\_\_\_ and continuing to \_\_\_\_\_ at 11am.

## Rent

9. Subject to the provisions of this Lease, the rent for the Property is \$\_\_\_\_\_ Tenant will pay the Rent plus \$1000 refundable security deposit and \$125 cleaning fee to secure the rental. Payment by check can be sent with this contract to the Landlord at **1320 N 38<sup>th</sup> Street Renton, Washington**. Payment can also be made through Zelle or Paypal with payment sent to [landersonr@aol.com](mailto:landersonr@aol.com). PayPal fees are the renter's responsibility.

## Quiet Enjoyment

10. The Landlord covenants that on paying the Rent, Security Deposit and Cleaning Fee and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

## Insurance

11. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

## Governing Law

12. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

## Amendment of Lease

13. This Lease may only be amended or modified by a written document executed by the Parties.

## Security Deposit

14. The Tenant will receive the full \$1000 deposit returned if the Tenant will surrender the Property in as good a state and condition as they were at the commencement of this Lease. If there is cleaning beyond the standard cleaning for the cleaning fee the extra cost of cleaning will be deducted from the Security Deposit.

## Care and Use of Property

15. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
16. The Parties will comply with standards of health, sanitation, fire, housing, safety and kind regard for neighboring properties as required by law.
17. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord of any visible water leaks or standing water. The Landlord will promptly respond.

## Prohibited Activities and Materials

18. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous. No firearms are allowed on the Property.
19. The Tenant is prohibited from:
  - a. the storage of expensive articles on the Property if it creates an increased security risk; and
  - b. the storage of, or use of medical marijuana or any recreational drug on the Property.
20. The Tenant will not perform any activity on the Property that the Landlord feels significantly increases the use of electricity, heat, water, sewer, or other utilities on the Property. The Tenant and additional members will have moderate use of all utilities. Only eco-friendly products are used to maintain the septic and an eco-friendly environment.

## Rules and Regulations

21. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

## Address for Security Deposit Return

22. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

- a. Name: \_\_\_\_\_.
- b. Phone: \_\_\_\_\_.

c. Security Deposit return address or Zelle deposit address:

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23. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Laurel Anderson-Rostami.

b. Address: **1320 N 38<sup>th</sup> Street Renton, Washington.**

The contact information for the Landlord is:

c. Phone: 425-572-0224

## General Provisions

24. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

25. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

26. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.

27. Locks may not be added or changed.

28. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

29. Scanned signatures are binding and considered to be original signatures.

30. This Lease constitutes the entire agreement between the Parties.

31. The Tenant will indemnify and save the owner of the Property harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.

32. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property or using items from the property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.

33. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, such as the Tenant's family, guests, servants, or other similar persons.

34. Time is of the essence in this Lease.

Laurel Anderson-Rostami have duly affixed her signature on this \_\_\_\_\_ day of \_\_\_\_\_ (month, Year).

\_\_\_\_\_  
Laurel Anderson-Rostami

\_\_\_\_\_(Tenant)

\_\_\_\_\_(Tenant)