



### Cleaning/Damage/Security Deposit Information

**1. Cleaning:** Any cleaning that is required after the unit is vacated will be performed by professional cleaners and billed at the rate of **\$40.00** for the first hour, **\$38.00** for each additional hour. This rate will be honored through the initial term of the lease; if lease renewals are approved, this rate may change. Check with the office for current rate.

**2. Carpet Cleaning:** Do not clean or hire the cleaning of your carpets when you vacate. A charge of at least **\$80.00** minimum will be billed to your deposit for professional cleaning. This rate is based on 400 square feet or less. Additional charges will apply as square footage increases. If necessary, charges in addition to the rate above may be billed for excessive soiling, spotting, stains, deodorizing, vacuuming, and litter removal.

**3. Damage:** Charges will be assessed for the cost of restoring the unit to its condition upon move in; normal wear and tear excepted. These charges will include, but not limited to labor and material costs for repairs, replacements, storage fees, dump fees, photos and administrative charges.

**4. Security:** Failure to give proper written notice of intent to vacate 20 days prior to end of rental period can result in rent charges being assessed for the following rental period, less any rent amounts received as a result of the unit being re-rented. These charges will be deducted from the security deposit. Any charges owed by the tenant for unpaid rent, late charges, processing fees, service fees and administration charges can be charged against the security deposit. In the event that the current owner of your unit sells the property, your security deposit will be transferred to the new owner minus any outstanding charges to the account.

**5. Penalty Provision:** Tenants who vacate their unit prior to the end of the lease term remain responsible for all duties and conditions of the lease until the unit is re-rented or the lease term expires. The deposit is subject, but not limited, to the following costs: rent, advertising costs, administrative costs, all tenant maintenance and labor costs, lawn care, utilities. If the unit is not re-rented by the time deposit statements are issued, rent through the end of the lease term will be stated as due and payable. Upon re-renting the unit, Windermere Management by Ebright Wight, LLC will issue a revised statement. If a lease assignment is granted, the security deposit remains with the property.

**6. Refund:** The owner or agent agrees to refund any monies due the tenant, subject to the conditions listed herein, to his/her last known address 21 days after termination, with a statement for any funds withheld. Legal remedies, if necessary, will pursue monies due beyond deposit. If refund is not possible within 21 days after termination, a Letter Holding estimating costs will be sent within 21 days. Charges and refunds from the security deposit will be sent to the tenant representative, unless Windermere Management has written authorization to do otherwise.

**7. Rent:** Rent will be charged through midnight of the day that keys are returned to the business office. Keys received through a night drop will be receipted the next morning and credited to the evening of the previous day.

**8. Keys and Locks:** If all keys are not returned by midnight of the last day of the rental period, the resident will be charged the cost of re-keying the lock(s) and making new keys. **All keys** should be turned in at the same time. We are not responsible for charges (hauling, cleaning, inventory and storage of possessions, etc.) resulting from uncoordinated returning of keys. The return of the keys by tenant(s) to the landlord determines the release of possession and the end of tenancy. Until the keys are physically delivered to the Windermere Management office, tenants are obligated to pay rent for possession of the unit. When keys are returned, the tenants are effectively saying that they have finished cleaning and moved out. Once keys are returned, tenants may not enter their **former** rental property for any reason without the consent

of Windermere Management, even if remaining rental days are deemed to be the responsibility of the tenant per Washington State Tenant Landlord Law. Personal property found on the premises after keys are returned will be dealt with as per State law, and appropriate charges will be withheld from the security deposit. We consider early move out and key return as the tenants' choice and convenience. Once keys are returned, paid rent balances are forfeited unless a new tenant also pays rent for the same time period. In that case, appropriate refunds will be issued.

#### **9. Maintenance:**

- a. Residents will be charged the cost of a maintenance person's service call (minimum one hour), plus materials for any of the following (but not limited to) items that need servicing after the unit is vacant:
  - (1) The smoke detector(s), Carbon monoxide detector(s) and batteries shall be in good operating condition and in place.
  - (2) All light fixtures shall have a full complement of operational bulbs of the proper type and size.
  - (3) TV cable and couplers, and phone lines and couplers shall be undamaged and operable.
- b. Upon vacating, disposal of garbage is the tenant's responsibility. The charge for disposing of said garbage is a minimum hauling fee of \$60.00 plus dump fees.
- c. During occupancy, unnecessary service calls, yard care, repairs, missed appointments with service personnel or other maintenance items caused by tenant neglect or non-performance of lease conditions will be charged against Security Deposit if not paid through the Windermere Management by Ebright Wight, LLC billing process prior to termination of tenancy.
- d. Rates quoted herein are based on service costs at the time the Lease/Rental Agreement is executed and honored. Thereafter, rates may be adjusted as dictated by the market. Contact the office for current rates during the original lease term.

**10. Deposits:** The funds paid as a deposit may not be used by the tenant as a credit toward rent. The funds are paid to the agent for the purposes herein contained and for no other purposes. They are deposited at Banner Bank, located at 1600 Cornwall Ave., Bellingham, WA 98225.

**11. Pets:** Pets are only permitted with written authorization by the owner/agent and with payment of any applicable fees or charges. Your Security Deposit may be charged for flea extermination and be subject to additional charges as per items 2 and 3 above. Said fees/charges are not considered part of your Cleaning/Damage Security Deposit.

**12. Inspection:** A \$25 fee may be imposed for missed inspection appointments or re-inspection. All inspections, re-inspections and supervision of cleaning and repairs will be charged.

#### **Additional information regarding the Security Deposit that may affect your refund:**

**Cleaning:** We provide, with very few exceptions, a deep-cleaned unit to incoming tenants. Exceptions are negotiated and documented at the beginning of the lease. We inspect a unit for damages and cleaning only after the keys have been returned. Return of keys tells us that the unit has been vacated and cleaned.

**Garbage:** Garbage service is limited to what is stated on the lease/rental agreement. Charges caused by non-compliance with this rule, including billing and administrative fees, may be held against the security deposit.

**Lockouts:** If a tenant is locked out of a unit during business hours, a key can be checked out at the Windermere Management office. (A cash deposit and positive identification will be required.) After hours, tenants will be charged a service call for unlocking a unit (Cash payment and positive identification are required). Once the key bearer is dispatched, the charge is in effect – even if a roommate shows up and admits a locked-out tenant. This charge, if unpaid, will be applied against the security deposit.

**Maintenance:** Tenants must attempt to minimize maintenance issues with proper respect and operation of all systems. The landlord may authorize repair of normal wear-and tear items. Tenants may request authorization to perform repairs themselves or request to have a Windermere technician do so at their expense. Windermere Management will bill tenants for damage or repair calls and/or unnecessary service calls.

For example:

1. Repair request – bathroom electric outlet doesn't work  
Repair person checks outlet, resets breaker and restores power, tests for defects, finds none and leaves.

2. Repair request – freezer door broke and fell off  
Repair person discovers thick ice from non – defrosted freezer caused damage to door

Further examples of tenant maintenance responsibilities are listed below. Unpaid charges of this type may be held against the security deposit upon move-out.

- Burned out or broken light bulbs
- Over-sudsing washer or dishwasher
- Furnace and heating equipment filters
- Oven switches improperly set
- Jammed garbage disposal
- Fire/flood/storm damage due to tenant abuse or neglect
- Blown fuses
- Clothing in pumps
- Dirty lint screens and ducts
- Broken windows and screens
- Clogs to sewer pipes

Windermere Management by Ebright Wight, LLC uses the State law as a guideline for prioritizing repairs, and both Windermere Management and State law recognize that seasonal conditions or heavy work schedules may, at times, delay response time. Other delays may be maintenance items requiring communication with the landlord who makes the final decision regarding routine maintenance, long-term maintenance and the general condition of the rental unit. Tenant requests for extra maintenance or improvements are to be submitted in writing, detailing the requested work and any volunteer labor or capital the tenant is willing to provide.

**Renter's Insurance:** We highly recommend renter's insurance for tenants. Most policies cover break-ins and theft, but more important, they insure property against fire, floods, storm damage, etc., and will pay for housing if a tenant is displaced. The landlord is not responsible for such losses.

**Roommate Partnerships:** When entering into a roommate tenancy, each roommate is equally responsible for his/her own actions, as well as the actions of the other roommates, visitors and guests. Windermere Management does not mediate disputes between roommates. Charges and refunds from the security deposit will be divided equally among roommates, unless Windermere Management has positive reason to do otherwise.

The undersigned acknowledges that she/he has read and received a copy of this agreement and the Lease/Rental Agreement and agrees to the terms thereof.