

Tenant shall not permit any nuisance to continue on the Property. Tenant shall not park or store any vehicles, boats, trailers, etc. on the east (water-facing) side of the property. Complaints of nuisance to Landlord, from police, neighbors, or others, are grounds upon which Landlord may terminate this Lease.

6. Improvements. Tenant may not make alterations and improvements to the Property without the advance written consent of the Landlord. Unless otherwise agreed to in writing, the cost of all alterations and improvements shall be borne solely by the Tenant. On termination or expiration of this lease, all alterations, fixtures, appliances, and improvements shall become the sole property of Landlord. Landlord acknowledges that the refrigerator, washer and dryer are provided by Tenant and shall remain the property of Tenant.
7. Inspection by Landlord. Landlord or Landlord's representative may inspect the Premises at reasonable times upon reasonable prior notice to Tenant.
8. Insurance. Landlord shall provide Hazard & Fire Insurance solely for its own benefit. Landlord will not be liable for any loss sustained by Tenant or of Tenant's personal property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord, its agents, or employees. Tenant agrees to purchase insurance at their own expense sufficient to protect themselves and their property from damages, injury, fire, theft, burglary, breakage, electrical conditions, and the like. Tenant acknowledges that if they fail to procure such insurance it is their responsibility and they alone shall bear the consequences. In the event the Premises are damaged, destroyed or condemned such that they are no longer reasonably habitable, Landlord may, at its option, terminate this Lease. Tenant shall not be entitled to any compensation or other damage award as a result of the damage or destruction to the Premises and resulting lease termination. In the event the Premises are damaged, destroyed or condemned such that they are no longer reasonably habitable, Landlord may, at its option, immediately terminate this Lease.
9. Termination. At the termination of Tenant's tenancy, Tenant shall deliver the Premises in clean and neat condition, with all appliances and systems in good working order, reasonable wear and tear excepted. Tenant shall cooperate with Landlord's inspection following the delivery of the tenancy and provide Landlord with a forwarding address. Tenant shall have the carpets professionally cleaned following Tenant's vacation of the Premises. Upon vacation of the Premises, Tenant shall provide proof that all utilities have been paid through the end of the tenancy and that the heating oil tank has been filled to its full capacity. In the event of a breach any of the terms or conditions of this Lease by the Tenant, Landlord shall be entitled to immediately declare the Lease terminated and the Tenant agrees to immediately quit and surrender the premises freely and voluntarily in good condition as stated herein. If Tenant fails to surrender the Premises at the termination of this Lease, then, in addition to any actual damages suffered by Landlord and any attorney fees and costs of Landlord related to such failure, Tenant shall pay daily rent at twice the fair market value for the rental of a comparable property at the termination of this Lease.

10. Indemnification. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold harmless Landlord and Landlords' agents and representatives of and from any and all claims, demands, suits, judgments, liabilities and penalties of any sort; including all reasonable expenses and actual attorney's fees, which may be made or assessed against Landlord arising from or in any way related to Tenant's occupancy of the Premises, including but not limited to, any act or omission of Tenant, its agents, guests, or any member of Tenant's family.
11. Smoking/Pet/Etc. Limitation. Tenant agrees not to smoke or permit or allow persons to smoke in the Premises. Tenant agrees not to keep or permit to be kept any dogs cats or any other animal or pets, in and about the Premises without advance written permission of the Landlord. Should a pet be allowed, Landlord may request an additional security/cleaning/damage deposit be paid. Tenant at all times agrees to comply with the laws and regulations of the City of Gig Harbor and all other applicable governmental entities.
12. Smoke Detector and Carbon Monoxide Detector. Landlord and Tenant acknowledge that the Premises contain smoke detector and carbon monoxide detector devices in compliance with the Washington Residential Landlord Tenant Act, that the detector is in working order, and that the Tenant shall be responsible for providing replacement batteries.
13. 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. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Tenant will be provided with a federally approved pamphlet on lead poisoning prevention prior to occupying the Premises. Landlord accepts no liability from injuries resulting from lead poisoning.
14. Executors/Heirs. This lease agreement shall be binding not only on the Tenant, but also in all respects upon the Executor of their estate and their heirs.
15. Attorney's Fees and Costs. If by reason of any default on the part of Tenant, it would become necessary for the Landlord to employ an attorney for the breach of any provision of this Lease or to recover possession of the Leased Premises, the prevailing party shall have and recover against the other party, in addition to the cost allowed by law, such sum as the court may adjudge to be a reasonable attorney's fee.
16. General Provisions. This Lease shall be governed by Washington law and subject to all provisions of the Residential Landlord-Tenant Act (Chapter 59.18 RCW). All proceedings under this Lease or the relationship of the parties shall be held in the appropriate forum in Pierce County, Washington.

17. Enforceability. If any provision of this Lease is held to be unenforceable, the remainder of this Lease shall continue, at the option of Landlord.

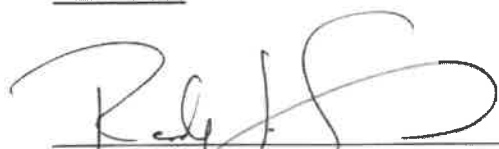
18. Notices. The Landlord's representatives in all matters relative to this lease is Tony Piasecki, City Administrator of the City of Gig Harbor. The contact information for all correspondence between the parties is:

Landlord:
Tony Piasecki, City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
Phone: 253-851-6127
Email: tpiasecki@gigharborwa.gov

Tenant:
Randy Stewart
Barbara Rose Stewart
7601 Soundview Drive
Gig Harbor, Washington 98335
Phone: 253-229-3052
Email: rstewartandco@gmail.com

TENANTS HEREBY ACKNOWLEDGE AND AGREE TO COMPLY WITH ALL TERMS OUTLINED IN THIS AGREEMENT.


TENANT:



Randy Stewart

9-20-21

Date



Barbara Rose Stewart

9-20-21

Date

LANDLORD:

Tony Piasecki, City Administrator

Date