

## AGREEMENT TO ENTER INTO LEASE

Subject to the terms hereof, \_\_\_\_\_ hereby agree(s) to enter into  
 a \_\_\_\_\_ month lease with \_\_\_\_\_ for rental premises located  
(term) (Applicant's Name) (Owner/Agent's Name)  
 at \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of  
 Washington. Said lease is to be at the monthly rental rate of \$\_\_\_\_\_ commencing on the day of \_\_\_\_\_,  
 20\_\_\_\_\_. Lease Agreement to be in the form attached hereto as Exhibit 'A'. Applicant agrees to pay all utilities on  
 occupancy required by lease agreement. Applicant has deposited \$\_\_\_\_\_ for Owner to hold the property, remove  
 it from the market, cancel advertising, and cease showings to other prospective tenants. This deposit will be applied  
 to\_\_\_\_\_. Applicant authorizes a credit/ reference check and will pay a non-refundable  
 processing fee of \$\_\_\_\_\_ per applicant.

Applicant is hereby conditionally accepted as a tenant. This conditional acceptance is based on information provided  
 by applicant on the attached application. Any information subsequently revealed which differs from that provided on the  
 application may cause owner to disqualify applicant and rescind the offer of a lease, refunding all or part of the deposit.

If applicant fails to sign the lease by \_\_\_\_\_, or otherwise, by words or deeds,  
(date)  
 indicates that he/she does not intend to occupy the premises, the sum deposited herein shall be forfeited as liquidated  
 damages. In that case, all applicant's rights under this agreement shall cease and be terminated. The deposit shall only be  
 refunded if the owner rejects the applicant after a credit and reference check. Said rejection shall be at the owner's sole  
 discretion. The home/apartment will be occupied by \_\_\_\_\_ adults and \_\_\_\_\_ children. No pets will be  
(# of occupants)  
 allowed except for \_\_\_\_\_. The following additional sums to be paid by prior to occupancy: First  
 month's rent of \$\_\_\_\_\_ last month's rent of \$\_\_\_\_\_, balance of security deposit of \$\_\_\_\_\_.

If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of  
 this Agreement, rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement  
 shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for  
 damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 10  
 days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice  
 to Landlord, and any monies paid by Tenant to Landlord shall be refunded to Tenant.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(date) (month) (year)

\_\_\_\_\_  
 Owner/Agent

\_\_\_\_\_  
 Applicant

\_\_\_\_\_  
 Owner/Agent

\_\_\_\_\_  
 Applicant



## Instructions on Using an Agreement to Enter into Lease

Finding an applicant that's so excited to rent your unit that they can't wait to throw down a check to hold the place can make things pretty easy on your end. You get a guarantee that they'll be your new tenant, they secure their spot at the front of the line and everybody's happy, right? Well, everyone can be happy until the tenant decides to back out at the last second before signing a lease, or you run their credit information and find out they're an axe murderer. Both situations can put you, the landlord, in a real bind as you're now either without a future tenant and it's near the end of the month, or, after screening, you realize that you've taken money from someone you don't want living in your unit, but could be stuck with.

Both situations point out how dangerous it can be for the landlord to take money from someone to hold a unit without having any kind of contract that protects the landlord should problems arise before move-in time. This is where the RHA Agreement to Enter into Lease comes in to save the day for you!

There are two basic ways that using this form will protect you in cases where an applicant would like to offer a deposit to hold the unit. First, should the applicant decide that they're no longer interested in your unit after they've given you money to hold the place; the agreement states that a tenant's failure to sign a lease with the landlord, or indication that they will not be occupying the property, results in the forfeiture of the deposit as damages awarded to the landlord. This ensures that a tenant is serious about signing a lease.

Perhaps more importantly, by signing the agreement with a tenant, your acceptance of their deposit will not automatically guarantee their right to the property. In many instances, simply taking money from someone, regardless of what their background check turns up after the fact, can automatically bind you to an agreement with that applicant. The agreement guarantees that any money accepted as a deposit on a unit is conditional upon the applicant passing a background check. Should the applicant subsequently fail the background check you will still have the right to decline them and return their deposit check, no harm done.

I strongly encourage all RHA members to at minimum keep a few copies of this form on hand. Sure, maybe you've never been in the situation where a tenant wants to give you money up front to hold a place, but with vacancies as low as they are competition is tight for tenants and any advantage an applicant can get over another helps. Having the Agreement to Enter into a Lease on hand when showing a unit or having an open house is a great safety net for your interests and your property's well-being.

This article contains general information and is not intended to apply to any specific situation. If you need legal advice or have questions about the application of the law in a particular matter, you should consult a lawyer.