



Property Management, Inc.

1801 F Street, Bellingham, WA 98225

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**CLEANING, DAMAGE AND PERFORMANCE
DEPOSIT AGREEMENT
(Hereinafter referred to as "Deposit")**

Address of Rental: **1234 COMMON STREET APT. #1, Bellingham, WA 98225**

Receipt of **\$700.00** is hereby acknowledged as a Cleaning, Damage and Performance Deposit which is subject to the following terms and conditions:

- 1. CARPET CLEANING FEE:** Do not clean or hire anyone to clean the carpets. A charge of **\$0.18 per square foot (\$65 minimum)** will be charged to your deposit for professional carpet cleaning. If necessary, charges in addition to the rate above may be billed for excessive soiling, spotting, stains and deodorizing, and vacuum and litter removal.
- 2. CLEANING:** Any cleaning that is required after the unit is vacated will be billed at a rate of **\$25.00 (Twenty-five)** per hour.
- 3. DAMAGE:** A charge will be made for the cost of restoring the rental unit to its present condition for any damage incurred during this tenancy, normal wear and tear expected. If the unit is not able to be repaired or the Landlord makes the decision not to have the repair made, an estimated charge will be assessed for the damage.
- 4. SECURITY:** Tenant(s) agrees if he/she remains in possession of Premises after date of intention to vacate as stated on the written notice or after the expiration date of the Lease, Tenant(s) will pay a daily rental of \$100 thereafter. Tenant(s) shall remain liable to Landlord and to any new Tenant(s) for all inconvenience and expense caused related to such holdover after the expiration of the Lease. Tenant(s) understands and agrees that verbal notices to vacate have no force and effect and that they will not be honored and that no verbal waivers of notice to vacate requirements will be honored. These charges will be deducted from the Deposit. Any charges owed by the Tenant(s) for unpaid rent, unpaid utilities, late charges, processing fees, service fees, administration charges shall be charged against the Deposit. In the event the current Owner of your unit sells the property, your deposit will be transferred to the new Owner minus any outstanding charges to the account.
- 5. MAINTENANCE:** (a) Tenant(s) will be charged the cost of a repair person's service call at a minimum rate of \$35 per hour (minimum one hour), plus materials for any of the following items, but not limited to, that need servicing after the unit is vacant: (1) smoke detectors and batteries (items must be in good operating condition and in place); (2) light fixtures (fixtures must contain operational bulbs of the proper size and type)[**ALL LIGHT BULBS THROUGHOUT THE PREMISES ARE NOT TO EXCEED 60 WATTS**]; (3) TV Cable & couplers and phone lines & couplers (items must be undamaged and operational); and (4) damage to walls, appliances, blinds, etc. (b) During your tenancy and upon vacating, disposal of excess garbage is the Tenant(s)'s responsibility. Excess garbage is defined as garbage exceeding the weekly/biweekly limit and large items such as furniture, Christmas trees or large boxes. (Sanitary service will not take these items).
- 6. Keys and Possession :** Until the keys are physically delivered to the Apex Property Management, Inc. office, Tenant(s) are obligated to pay rent for possession of the unit. When keys are returned, the Tenant(s) are effectively saying that they have finished cleaning and moved out. After the keys are returned, Tenant(s) may not enter their former rental property for any reason without the written consent of Apex Property Management, Inc. This applies even if Tenant(s) have paid for rental days remaining. **All keys** should be turned in at the same time. We do not read minds and therefore are not responsible for charges (hauling, cleaning, inventory and storage of possessions, etc.) resulting from uncoordinated returning of keys. For example, if all keys are recorded as turned in (even by just one roommate), tenancy has ended for all roommates, unless prearranged otherwise in writing with Apex Property Management, Inc. Personal property found on the premises after this time will be dealt with as per State Law, and appropriate charges will be withheld from the Deposit. We consider early move out and key return as the Tenant(s)' choice and convenience. Once keys are returned, paid rent balances are forfeited unless a new Tenant(s) also pays rent for the same time period. In that case, appropriate refunds will be issued. Fifteen dollars (\$15) will be charged for each key not returned. In addition, Tenant(s) may be charged the cost to change the locks.
- 7. Lockouts:** If a Tenant(s) is locked out of a unit during business hours, a key can be checked out at Apex Property Management, Inc.'s office. (A cash deposit and positive identification will be required.) **If Tenant(s) cannot get to our office due to lack of transportation or other means or the lockout has occurred after hours, Tenant(s) will be charged a minimum service call of \$75** for unlocking a unit. Tenant(s) may be instructed to call a locksmith at the Tenant(s)'s own expense. Cash payment and positive identification are required before admittance. Once the key bearer is dispatched, the charge is in effect, even if a roommate shows up and admits a lockout Tenant(s) or another key is located. This charge, if unpaid, will be applied against the Deposit.

8. 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. Apex Property Management, Inc., does not mediate disputes between roommates. After the Lease term expires, if one or more remaining tenants renew the Lease, the Deposit will remain with the unit. It is up to the remaining and outgoing tenants to resolve any Deposit issues. Likewise, if for any reason, the Landlord is required to refund a portion of the Deposit to any outgoing tenants yet some tenants still remain, the remaining tenants have (30) thirty days to replenish the Deposit back to its original amount. If this replenishment is not done within (30) thirty days, Tenants are considered in violation of their Lease and will be issued a Pay or Vacate Notice.

9. Garbage: Garbage service is limited to what is stated on the Lease Agreement. Weekly allowances, if not used, do not accrue for later use. Tenant(s) agrees to dispose of their ordinary household trash by placing it into the trash receptacle provided by the Landlord. Any debris or discarded items on or about the premises will be removed at the Tenant(s)'s own expense. Excessive garbage, such as at move-out and move-in time and the holiday season, must be hauled away by the Tenant(s) at their own expense (Sanitary Service has a drop station at its office on Roeder Avenue). Charges caused by noncompliance with this rule, including billing and administrative fees, may be held against the Deposit. At move-out time, Tenant(s) are responsible for moving garbage to the dumpster. For Tenant(s) who have individual can service, the cans must be emptied prior to move out. A charge for a special pickup will be assessed on the day of move out for any items left in the can or recyclable bins. Failure to do so will result in charges. We highly recommend recycling. It saves money and benefits our environment. *For those who have individual can service, the cans must be placed out the day of service and must returned back near the house (or in the garage, if applicable) the same day. DO NOT LEAVE YOUR CANS OUT by the road. Failure to comply will result in a fine as stated in the Lease Agreement for non-compliance.*

10. Maintenance: Maintenance is not solely the Landlord's responsibility. It is shared between the Landlord and the Tenant(s). Tenant(s) must minimize maintenance problems with proper respect and operation of all systems. Although the Landlord repairs normal wear and tear items, the adage "you broke it you fix it" applies to the Tenant(s) and it applies during tenancy as well as at the end of tenancy. In addition, if a Tenant(s) calls for maintenance for which no such maintenance is needed (false call), Tenant(s) will be charged for the service call. For all maintenance requests, call the office. You may be asked to submit request in writing. Any dangerous conditions associated with the Premises must be submitted in writing. Apex Property Management, Inc. uses State Law as a guideline for prioritizing repairs and both Apex Property Management, Inc. and State Law recognize that several conditions or heavy work schedules may, at times, delay response time. Maintenance items requiring communication with the Landlord may also be delayed. The Landlord makes the final decision regarding routine maintenance, long-term maintenance and the general condition of the rental unit. Apex Property Management, Inc. works for the Owner and must abide by the Owner's decision; however, we do advise Owners of Tenant(s)'s rights on qualified items. Low-priority items or special requests are subject to "last on the list" status. Tenant(s) requests for maintenance or improvements are to be submitted in writing, detailing the requested work and volunteer labor or capital the Tenant(s) is willing to provide. See Lease Agreement for more information regarding Maintenance.

11. Other Fees / Charges: Any unpaid rent, late fees, fines, and / or un-reimbursed charges will be deducted from the deposit.

12. Carpets: If it is determined carpets have been damaged by the Tenant(s) beyond the point of cleaning (excessive soiling / stains / urine damage as determined by ultraviolet test), the Tenant(s) will be charged to replace the carpet. The cost will be determined as the remaining depreciated value of the carpet.

13. Painting: Tenant(s) will be charged to repaint the unit if walls and ceiling have excessive smoke, soot due to candles / incense, dirt, hole damage, scuffs, etc. and any/or all damage not recorded on the Condition Check-In Form and not returned within three (3) days to the Landlord's office.

14. Blinds / Screens: Damage to blinds and / or screens will be charged to the tenant. Damage includes but is not limited to a broken slat, string, bracket, etc. Screen damage includes but is not limited to ripped / torn mesh or a bent / broken frame.

Additional Information regarding your Deposit:

(a) All plants are to have containers under them to catch excess water. Any damage resulting from the failure to provide such protection will be charged to the Tenant(s).

(b) All burnt out light bulbs must be replaced with ones similar to those originally provided. If they are not replaced, your Deposit will be charged the actual cost to replace for a minimum charge of \$2.50 per bulb. These bulbs must be of similar style and of the same wattage, or replacement costs will apply. This includes both interior and exterior bulbs.

(c) No decals may be placed on appliances, furniture, windows, doors and so forth. Tenant(s)'s Deposit will be charged the cost to remove such items upon vacating the Premises.

(d) Tenant(s) should not leave any water running. Tenant(s) are requested to report any leaky faucets, running toilets, etc., otherwise the Tenant(s) will be required to pay for the resulting damage.

(e) Pianos, davenport and all heavy furniture must be placed on protective mats or cups so as not to damage the rug or floor. Any damage resulting from the failure to provide such protection will be charged to the Tenant(s).

(f) Nails, screws and decorative hooks are to be kept at a reasonable minimum. They must be removed prior to vacating and all holes must be patched in an acceptable manner. The walls or interior surfaces may not be excessively marked or marred. **The Tenant(s) may not paint any walls or interior surfaces without written consent of the Landlord.** Scotch tape or double-faced tape shall not be used to hang pictures or posters since these items create excessive marks on the walls.

(g) Landlord warrants that a unit's sewage drains are in good working order and that they will accept normal household waste for which they are designed. They will not accept things such as diapers, sanitary napkins, tampons, wads of toilet paper, balls of hair, grease, oil, table scraps, cloth, dirt, rock or newspapers. Tenant(s) agrees to pay for clearing of drains or any and all stoppages

and any additional damage/repair costs to Landlord, except those which the plumber who is called to clear the stoppage, will attest in writing were caused by defective plumbing.

(h) Tenant(s) is responsible for any windows that become cracked or broken in the unit during occupancy.

13. FORFEITURE: Rental rates are based on long-term tenancy and should the Tenant(s) vacate the rental unit before April 30, 2001 or before any signed extensions of the lease, the entire Deposit may be forfeited. The Deposit is subject, but not limited to, the following costs: Rent, advertising, fee for the property manager's to show the apartment as available for rent (at \$25 per showing), and administrative costs including an early vacate fee of \$125 and items 1, 2, 3, 4 and 5 above, if necessary. 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, the Landlord will issue a revised statement.

14. REFUND: The Landlord agrees to refund any money due to the Tenant(s), subject to the above-mentioned terms, to his last known address within fourteen (14) days after termination, together with a statement for any funds withheld. Last known address shall be the Premises unless otherwise directed in writing by the Tenant(s). **Deposits will be refunded to all those whose signatures are on the Lease Agreement at the termination of the tenancy, no matter who did or did not pay, by issuing one check mailed to any one Tenant(s) unless otherwise directed in writing by all Tenant(s).**

15. RENT: Rent will be charged through noon of the expiration day of the Lease.

16. DEPOSITS: The funds paid as this Deposit by the Tenant(s) may not be used as a credit towards rent. The funds are paid to the Landlord for the purposes herein contained and for no other reason. The Deposit remains in tact until the unit is vacated and all keys have been returned to the Landlord. The Deposit is held at KeyBank located at 1000 Lakeway. Any interest earned on the Deposit shall be the property of the Landlord.

17. PETS: Pets are not permitted except with a written Pet Agreement and a pet deposit and pet fee. Pet charges for pet occupancy are not part of this Deposit as defined herein. If Tenant(s) have been issued a 10-day comply for having a pet without the authorization of the Landlord or the Landlord finds evidence of a pet during the move out inspection, Tenant(s) may be charged, at Landlord's discretion, a \$200 pet fine plus costs associated to have the carpet inspected with an ultraviolet ray and costs associated to de-flea the premises, in addition to any other costs deemed necessary due to the illegal pet.

18. All inspections, re-inspections and supervision of cleaning and repairs will be charged at a rate of \$25.00 per hour. The Tenant(s) acknowledges that he/she **has read all pages** of this Agreement and received a copy of this agreement and the Lease Agreement and agrees to the terms thereof.

Tenant(s): **TED NUGGET** Date

Landlord: Apex Property Management, Inc., Date
Owner's Agent