



HOUSE LEASE AGREEMENT

This Lease, made in duplicate this day of September 11th, 2017, between Cozy Homes LLC, the Owner of the House (“Owner”), by and through Apex Property Management, Inc., the Owner’s duly appointed Agent, hereinafter referred to as “Landlord”, and the following named person(s), hereinafter referred to as “Tenant(s)”:

Name: Oscar Madison
 Felix Unger

Landlord hereby agrees to Lease the below-described House, and permit occupancy within it, to only the above-named Tenant(s) and no others. If more than one person is named above, then each one is and shall be jointly and severally liable hereunder as Tenant.

Lease Term: The Landlord does hereby lease to the Tenant(s), and Tenant(s) does hereby lease from Landlord, those certain premises located at 721Matthau Street Bellingham, WA 98226 (referred to below as “House”), in the City of **Bellingham**, County of Whatcom, State of Washington. This Lease is a term lease and will begin on October 1, 2017 and shall **end at NOON** on September 26, 2018.

Rent: The monthly rent is \$1200.00.

Prorated rent 0 days (to the first) @ 40.00 per day or FULL MONTH (Based on 30-day months)	<u>Total Due</u>
	\$1200.00
Last Month’s Rent for the period _____	\$0.00
Cleaning, Damage & Performance Deposit and Non-Refundable Fees (hereinafter referred to as “Deposit”)	\$1200.00
Application Fee	\$100.00
Non-Refundable Pet Fee	\$0.00
Other (Bellingham Rental Registration & INSPECTION FEES)	\$8.00
Non-Refundable Administrative Fee	\$100.00
Total Due prior to Occupancy	\$2608.00

	Payment Type	Date	Amount	Balance Due
Less Payment Received	HOLDING DEPOSIT		\$1200.00	\$1408.00
Less Payment Received	APPLICATION FEE		\$100.00	\$1308.00
Less Payment Received				
Less Payment Received				

Utilities: Tenant(s) shall pay for all charges related to hookup, connection, disconnection and deposit for providing utility services and be responsible for payment of those monthly services and any others except **basic:** Water, Sewer, and Garbage.

Tenant(s) shall pay for those services through the end of the Lease Term (regardless of when the Tenant(s) actually vacates the House). Any services paid by the Landlord as listed above are for basic services only. Any charges for excess usage will be billed to the Tenant(s). Tenant(s) agrees to pay all utility billings that are the Tenant(s)'s obligation in a timely manner. Landlord may charge Tenant(s)'s Cleaning, Damage and Performance Deposit for any unpaid utility bill. Tenant(s)'s obligation for such bills survives termination of the Lease. It is the Tenant(s) responsibility to notify the related utility companies of both start-up and stop dates and service. Failure to properly set-up, cancel or make a timely payment for service may result in a 10-Day Notice to Comply and a fine of not less than \$50. This fine will be charged each month the Landlord is billed for utilities belonging to the Tenant(s) in addition to the amount of the utility bill. Landlord reserves the right to change utility billing services during the lease and if any new utility charges are billed to Landlord, they will be passed along to Tenant. If recycling is mandated by law, then Tenant(s) will be equally charged if the community is assessed any recycling related fines.

Cleaning, Damage and Performance Deposit and Non-Refundable Fees: The Deposit terms are governed by the Cleaning, Damage and Performance Deposit and Non Refundable Fees Agreement attached hereto and by reference made a part hereof.

Non-Refundable Fees: The Non-Refundable Fees are due at the commencement of the tenancy and will not be refunded nor credited against any amounts owing by Tenant(s) at the end of the tenancy.

Change of Locks: Tenant(s) acknowledges having been advised by Landlord of the increased security afforded to Tenant(s) and the House by changing all exterior locks in the House prior to the Tenant(s) taking possession of the House. **YES - Tenant(s) elects to bear the costs of such re-keying all exterior locks of the House by Landlord; this option must be approved by the Landlord in advance of any lock changes and performed by the Landlord's approved vendor; or** **NO - Tenant(s) elects not to bear the costs of such re-keying and does release and forever waive any and all claims against the Landlord assertable by Tenant(s) and/or asserted by any third party(ies) arising from Tenant(s)'s choice not to re-key the House.** (Mark applicable box).

Keys: All keys, once picked up by the Tenant(s) or Tenant(s)' representative, are Tenant(s)'s responsibility. Tenant(s) may never change locks, attempt to copy keys, re-key, nor add locks without Landlord's prior written permission, except in an emergency such as a night time lock out, and must immediately provide Landlord with one (1) copy of any new key. Landlord has the right to correct any authorized or unauthorized changes in keys and locks at Tenant(s) expense. Refer to the Key Check-in Form for list of keys received.

Lockouts: If a Tenant(s) is locked out of a House during business hours, a key can usually be checked out at Apex Property Management, Inc.'s office. (A cash deposit and positive identification may be required.) **If Tenant(s) cannot get to our office due to lack of transportation or other means, Tenant(s) will be charged a minimum service call of \$75** for unlocking a House. Landlord does **NOT** provide after-hours lock out service. Tenant(s) will be instructed to contact a locksmith for after-hours service 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 locked out Tenant(s) or another key is located. This charge, if unpaid, will be applied against the Deposit or result in a 10-Day Notice to Comply.

Bedroom Locks / Curtain Rods / AC Units / Etc.: Locks on bedrooms or other interior doors cannot be added without Landlord's prior written permission and evidenced by a signed Addendum. Curtain rods, AC units or similar items cannot be added without the Landlord's prior written consent.

Rent Payments and Charges: Rent is due the first day of each calendar month. It is late as of the second day of any calendar month. Rent is due in lump sum and split payments are not acceptable unless paid on-line via the Tenant(s)' portal on our website, but if so used, the entire rent amount must be received on or before the due date. Tenant(s) shall pay the rent and all other charges required to be paid under the lease by valid check or money order made payable to the Landlord at the following address: 2020 Pacific Street, Bellingham, WA 98229 or at such other places as may be designated by the Landlord from time to time. For Tenant(s) convenience, there is a 24-hour drop slot located at the Landlord's office or payment may be made via the Tenant(s)'s online portal via the Landlord's website. Use of the drop box for payment of rent or any other amount and for providing notices to the Landlord are at the sole risk of loss or theft of the Tenant(s). If payment is lost prior to receipt by the Landlord, Tenant(s) agrees to immediately replace the payment at their sole cost. Tenant(s) is strongly encouraged to make all payments directly to the Landlord and to obtain a receipt for all payments. Payments made on-line through the Tenant(s) portal are at the sole control of the Tenant(s). Tenant(s) understands Landlord has no control over payments set up on-line. Tenant(s) must cancel any recurring on-line payments when the Lease expires. Tenant(s) understand and agree payments made in the form of a credit card payment through the on-line Tenant(s) portal are subject to additional fees in addition to rent. Payment of Last Month's Rent, if required, will be applied to the last month of the Lease Term. If the rent is increased during the tenancy, the Last Month's Rent paid at the commencement of the tenancy will be applied as a partial payment of the rent owing for the last month of tenancy. If the Lease term has been extended, the Last Month's Rent will be applied to the new ending term. On the final month of the Lease term, rent will be pro-rated through the day the Lease is set to expire based on the daily rate as indicated on page 1 of the Lease. Full payment or acceptance of full payment of

rent during the month a Lease is set to expire does not mean the term has been extended beyond the expiration date if the date is before the 30th of any month. Any overpayments of rent during the final month of tenancy will be refunded with a Tenant(s)' Deposit.

Nonwaiver/Application of Funds: Acceptance of any payment of rent, including partial payment, does not constitute a waiver of any unpaid or unperformed obligation, including but not limited to, payment obligations associated with late payment, partial payment, other fees and costs, or the performance of any obligation for which a notice to comply has been or could be given. Should either Landlord or Tenant(s) waive their rights to strict performance of the terms of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Neither Landlord nor Tenant(s) shall have waived their rights to enforce any breach unless they do so in writing. Tenant(s) acknowledges and agrees that should any amount due from the Tenant(s) under this lease or rental agreement become delinquent, including but not limited to fees, deposits, utilities, late fees, repair costs, court costs or attorney fees etc., Landlord has the right to apply any and all monies received from the Tenant(s) (or from any other person or entity paying money to the Landlord on the Tenant(s)'s behalf for any purpose), including but not limited to payments for rent, and, notwithstanding any restrictive endorsement or memorandum on such payment, first to the delinquent amounts other than rent, and then to apply any remaining portion of such payment to rent (with the oldest due and owing rent being paid in full before crediting the funds to any current rent owing).

Fees related to Late Payments, Returned Checks, Notices and Lease Violation Notices:

A. If rent is not paid in full **by 3:00 p.m. on the fifth (5th)** day of the month, Tenant(s) shall pay a late charge of \$25 on the sixth day plus \$5 per day thereafter until delinquent portion of rent is paid in full. Postdated checks will not be accepted. If rent is mailed, it must be received by the 5th day of the month regardless of the postmark date on the envelope (Postage delays and delays due to holidays are the Tenant(s)' responsibility).

B. Tenant(s) agrees to pay a \$35 service charge for any check returned by Tenant(s)'s bank for any reason, in addition to any other specified late payment charge until the rent is paid in full. If Tenant(s)'s checks are returned to Landlord unpaid on two occasions, Tenant(s) shall be required to make all future payments by cashier's check or money order.

C. Tenant(s) agrees to pay a \$35 service charge for the preparation, processing, and issuance of Three-day Notices for nonpayment and 10-Day Notices to Comply for material breach of lease terms, whether or not a lawsuit is filed. Any costs and attorney's fees incurred by Landlord as a result of Tenant(s)'s failure to pay rent, installment payments, late fees or breach of lease terms shall be paid by the Tenant(s). Landlord will terminate tenancy if Tenant(s) fails to pay rent, comply with all material terms of this Agreement, commits waste, maintains a nuisance, is declared a sex offender, is convicted of a crime or any other lawful reason. Any activity that results in the attendance of law enforcement officials may result in immediate termination of the Lease at the Landlord's discretion. In the event of default, all future rent owing under the Lease or Rental Agreement shall be immediately accelerated and the total rent and all future late charges shall be due and owing as of the date of the default. Tenant(s) understand that if Tenant(s) is given a notice to pay or comply or vacate and chooses to vacate the unit during the period of the notice, that the Tenant(s) shall remain liable for the rent through the end of the lease term or the next month in the case of a month-to-month tenancy.

D. Any valid complaint reported to our office or any valid complaint initiated from the Landlord's office shall result in a fine of not less than \$15.00 for the first warning, not less than \$30.00 for the second warning and not less than \$50.00 for the third warning, and any such valid complaint shall be grounds for termination of this Lease. Complaint topics include, but are not limited to, parking, pets, noise, House appearance, and guest behavior. This fine is in addition to the \$35 service charge defined in Section C above.

E. Tenant(s) acknowledges that the hot water heater has been set at 120° in accordance with State Law and that any modification of the setting shall be at Tenant(s)'s sole risk and expense and also constitutes a breach of Lease.

Notices: Apex Property Management Inc. as Owner's duly appointed Agent is the Landlord for purposes of this Lease. All notices to Landlord must be sent or delivered in person to the Landlord's office located at 2020 Pacific Street, Bellingham, WA. 98229 unless Landlord gives Tenant(s) written notice of change. All notices to Landlord shall be given by mail, electronic mail, certified mail, return receipt requested, or by hand delivery to Landlord. Notices shall not be verbal. Any notice to Tenant(s) shall be given by regular mail, electronic mail, certified mail, return receipt requested, or delivered to Tenant(s) at the House. If Tenant(s) is absent from the House, a notice to Tenant(s) shall be given by leaving a copy of the notice in a conspicuous place on the House (usually the front door).

Notice to Vacate: This Lease is a term lease. It expires by operation of law at **NOON** on the last day of the term expressed above with no right of holdover and without further notice by either party. Tenant(s) must return the keys to the Landlord, have the House vacant and ready for inspection all prior to noon on the last day. Vacating the House prior to the Lease expiration shall not sever Tenant(s)'s responsibility for rent and may result in forfeiture of all Deposits. Tenant(s) remains fully responsible for all rent, utility and operating expenses for the House until a new qualified Tenant(s) is secured or until the end of the Lease Term. Tenant(s) agrees if he/she remains in possession of House after 12 noon on the day the Lease expires or after the date of intention to vacate as stated on the written notice, whichever the case may be, Tenant(s) will pay a daily holdover rent of \$100 plus a daily rental rate based on the pro-rated rent thereafter related to such holdover. Tenant(s) shall remain liable to Landlord for all damages, inconvenience and expenses related to such holdover after the expiration of the Lease, this includes but is not limited to, expenses incurred by a future Tenant(s) that must delay their move in due to such holdover. Tenant(s) understands and agrees that verbal notices to vacate have no force or effect and will not be honored and no verbal waivers of notice to vacate

requirements will be honored. If Lease expires on a holiday or a weekend, Tenant(s) must still vacate the House prior to NOON on the expiration date. Keys must be left in the drop box outside the Landlord's office door.

Assignment and Subletting: This property is rented as a private residence. Tenant(s) shall not assign this Lease without prior written consent of the Landlord. Tenant(s) shall not sublet any portion of the House. Air BNB or similar short term rental service is not allowed at any time. If approval is given for an assignment, there will be an administrative handling charge of \$250.00 to **each** outgoing Tenant(s) for services in transferring or assigning this Lease to another Tenant(s). Any assignee Tenant(s) shall be required to submit an application to the Landlord. Such application shall be processed in the same manner as would a new Tenant(s)'s application and subject to applicable application fees in addition to the handling charge. Before Landlord will accept any applications related to a lease assignment, the Tenant(s) must be in good standing. In either case (unless otherwise agreed in writing signed by Landlord), the original Tenant(s) remains primarily liable for any rents or other charges unpaid under the original terms of the Lease. Landlord shall at all times have knowledge of all Tenant(s) who occupy the House. A completed application must be submitted and approved and all related documents must be signed by Landlord and Tenant(s) (remaining, outgoing and incoming) **prior** to move-in. A charge \$300 violation fee will be charged for a violation, which shall be due and payable immediately and which shall constitute a breach of Lease. If such fee is not paid, Tenant(s) hereby authorizes it to be deducted from any available deposit at the end of the Lease term, or at Landlord's discretion, will result in a 10-Day Notice to Comply. Tenant(s) understand the original Deposit paid at the beginning of the Lease will remain with the House. If a pet is currently in the House or if a fee for an illegal pet has been processed, any assignment of the Lease will require the outgoing Tenant(s) to have a UV test performed on the carpet by the Landlord's approved vendor BEFORE Landlord will allow the assignment. Documentation of such test must be provided to Landlord on or by the day all documents are to be signed. The UV test will also apply even if remaining Tenant(s) is the one with the pet. If the results of the UV test indicate damage, approval for assignment may not be given until existing damage is remedied by the outgoing Tenant(s). Landlord may deny any assignments in which assignment of Lease has occurred more than two times during the Lease term or any extended terms.

Pets: No pets of any kind, **even temporarily**, are allowed in the House without Landlord's prior written consent whether pet is considered a companion / service pet or not. No "guest pets" will be allowed at any time. Any violation of this rule will result in a 10-Day Notice to Comply, and/or a \$400 violation fee per pet at the discretion of the Landlord. The violation will also result in a charge to have the House tested with an ultra violet ray for urine damage and have the House sprayed for fleas. These expenses must be paid at the time the expense is incurred. If violation fees are charged and not paid, Tenant(s) hereby authorizes the fees to be deducted from any available deposit at the end of the Lease term, or at Landlord's discretion, will result in a 10-Day Notice to Comply. Payment of the fee does not give permission to keep the pet in the House. Payment of a pet fee or additional deposit shall not limit damages assessable to Tenant(s). If permission for a pet is granted, it shall be evidenced by an initial \$20 pet application with pet photo and a Pet Agreement attached hereto. Landlord, at Landlord's discretion, may require Renter's Insurance that includes a Pet Clause for the pet that is being allowed. Permission is granted per Pet. Each pet must be listed on the Pet Agreement in order to be considered an allowed pet. Fish tanks must not exceed 30 gallons. Tenant(s) agree not to feed or care for any pets or animals on the balconies or common areas. This includes no bird feeders, bowls for stray animals, etc. If Tenant(s) has pets, service or companion animals, they must be secured during maintenance work. If not, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be Tenant(s)'s sole responsibility to schedule the completion of the work after the animal has been secured.

Maximum Occupancy: The House shall be used as a residence by the undersigned Tenant(s) with no more than **2** adults and **0** children, and for no other purpose, without written consent of the Landlord. Any person staying in the House, day or night, for more than 10 consecutive days, or more than 15 days in any 12 month period, without the prior written consent of the Owner, shall be deemed to be an unauthorized occupant. Receipt of mail at the House by any person not listed on this agreement shall be deemed to be proof of occupancy by that person. A violation fee of \$300 per additional person will be charged for a violation that is due and payable immediately. If the violation fee is not paid, Tenant(s) hereby authorizes it to be deducted from any available Deposit at the end of the Lease term, or at Landlord's discretion, will result in a 10-Day Notice to Comply. If the Landlord gives permission to add a roommate to the Lease, a \$50 administrative fee must be paid along with the normal application fee. Addition of a roommate must be evidenced by a signed Roommate Addition agreement. Addition of a roommate may create an increase in rent. If Tenant(s) dispute the existence of an additional roommate, documentation such as a current executed Lease may be required to show the guest in question does have a permanent residence elsewhere.

Telephone: A contact number (either land line or cell phone) must be furnished to the Landlord within five calendar days after occupancy. If and when a Tenant(s) installs a telephone in their dwelling or changes their telephone number during occupancy, Tenant(s) shall furnish the Landlord with the number within five calendar days. Any changes to such number must be updated with the Landlord within five calendar days. Failure to provide such number may result in a Twenty-Five dollar (\$25) fine and the issuance of a 10-Day Notice to Comply.

Smoking: This House has been designated as nonsmoking. **No person shall be permitted to smoke and / or vape in the House, on the deck or within 30 feet from the building at any time. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cig or vaping machine/device, hooka, or other tobacco product or similar lighted product in any manner or in any form, including marijuana.** Any violation of this rule will result in a 10-Day Notice to Comply, and/or a \$200 violation fee at the discretion of the Landlord. The violation may also result in a charge to have the House painted and deodorized to eliminate any smoking

smell and / or residue. These expenses must be paid at the time the violation is cited. If violation fees are charged and not paid, Tenant(s) hereby authorizes it to be deducted from any available Deposit at the end of the Lease term, or at Landlord's discretion, will result in a 10-Day Notice to Comply.

Liquid Filled Furniture / Heavy Objects: Tenant(s) shall not keep any liquid filled furniture (such as waterbeds), aquariums that exceed 30 gallons, or heavy objects such as pianos, organs, heavy weight equipment, or any other heavy objects in this House without first obtaining Landlord's written permission.

Rules: (1) Tenant(s) agrees to comply with and conform to all rules and regulations governing the House and surrounding areas, including those stated in the Lease, all attached Addendums, or as amended, adopted or as posted Notices on the House. Neither the Tenant(s) nor the Tenant(s)'s guest shall commit or permit anything to be done that will disturb or interfere with the rights, comforts, or convenience of other Tenant(s). Any person in the unit, with or without the Tenant(s)'s knowledge, including but not limited to invitees of guests or other invitees, shall be deemed to be guests for purposes of this agreement. Tenant(s) must act and require all Tenant(s)'s guests in the House or surrounding areas to act in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace. **See separate House Rules Addendum for further information.** **Appliance Use:** Dishwasher and washing machine must not be used while no one is home. Tenant(s) must also review the "Appliance Guide" under the Tenant(s) Section of our website at www.apex-property.com regarding proper use of appliances.

Condition and Use: Tenant(s) agree to use reasonable diligence in the care and protection of the House and to maintain the House in a clean and sanitary condition and free from any nuisance, rubbish, unkempt housekeeping, and infestation resulting from Tenant(s)'s actions or inaction. Tenant(s) has thoroughly examined the condition of the House and surroundings as evidenced by the Condition Check in List. By taking possession and completing and signing the "Cleaning, Damage and Performance Deposit and Non-Refundable Fee Agreement," Tenant(s) acknowledges having received the House and surroundings in clean condition and in good order and repair (except as may be noted on the Condition Check List) and that no other agreements have been expressed or implied, except those written in the Lease (including attachments). Tenant(s) understands that items noted on the move in inspection form do not indicate an agreement by the Landlord to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form or online. Tenant(s) shall at his/her own expense, and at all times, maintain the House in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Tenant(s) acknowledges and agrees that soilage and any cleaning, or repair or replacement due to smoke damage from any source, including cigarette smoke, candles and/or incense, is not considered normal wear and tear. Tenant(s) accepts the House in its present condition as suitable for use as a private dwelling House. Tenant(s) shall not remove any furnishings from the House. No portion of the House or surrounding areas shall be put to any commercial use. The House will not be used for any unlawful purpose. The entire property is a crime-free zone. Any resident engaged in any criminal activity on or near the property may be arrested and immediately evicted therefore. Tenant(s) shall promptly fulfill and comply with the requirements of all governmental authorities pertaining to tenancy of the House and premises.

Repairs and Maintenance: Tenant(s) agrees to report all maintenance needed promptly and in writing. Tenant(s) understands all non-emergency maintenance may be submitted on-line via the Tenant(s) portal of our website at www.apex-property.com. It is the responsibility of the Tenant(s) to notify the Landlord immediately of any needed repair or unsafe condition existing around or in the House including but not limited to common, exterior lighting issues, damaged or loose railing, slick walking surfaces, faulty locks, cracks in the foundation, cracks in plaster, moisture in walls and ceiling, buckling sheet rock or siding. All leaky faucets, toilets, broken windows, wet areas on walls or floors, or any leaks/water intrusion of any kind. If Tenant(s) fails to immediately notify Landlord of visible problems, which result in damage to the House, then Tenant(s) becomes liable for cost of resultant damage. All repairs necessary to maintain House shall be done by or under the direction of the Landlord, at the Landlord's expense, except those caused by negligence or intentional acts of Tenant(s), his/her agents or invitees, which repairs shall be made at the sole cost of the Tenant(s). All damages caused by Tenant(s) will be billed at a rate of no less than \$45 per hour (one hour minimum charge). Such repairs shall be made to conform to the original condition of the House at the time the Tenant(s) took possession. Although the Landlord repairs normal wear and tear items, the adage "you broke it you pay to 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) or Tenant(s) fails to cancel the maintenance call if the problem is fixed before Landlord can respond and the Landlord does respond, Tenant(s) will be charged for the service call. Any repairs, including labor, material and parts used, which are the responsibility of the Tenant(s), must be pre-approved in writing by the Landlord. **Landlord shall be the sole judge as to what repairs are necessary.** Landlord shall have no obligation to repair any defective condition, nor shall any defense or remedy be available to the Tenant(s), where the defective condition complained of was caused by the Tenant(s), Tenant(s)'s family, invitee, licensee, or other person acting under the control or direction of the Tenant(s), or where the Tenant(s) unreasonably fails to notify the Landlord of the condition or allow the Landlord access to the House for purposes of the repair. Before exercising any of the remedies in accordance with the Landlord-Tenant(s) Act, Tenant(s) must be current in rent and not otherwise in default of the Lease. Tenant(s) shall be responsible for all broken glass, stoppage or drains and sewers and burned out bulbs in addition to those listed in the Cleaning, Damage and Performance Deposit and Non-Refundable Fees Agreement. Any damage to the House, fixtures or furnishings contained therein which is not otherwise explained in writing to Landlord within three (3) days after occurrence thereof, shall be presumed to have resulted from the Tenant(s)' neglect. Tenant(s) shall not

paint, wallpaper, re-wallpaper or otherwise redecorate or make alterations to the House or surrounding areas without the prior written consent of the Landlord. If written consent is given, such alterations shall be at the expense of the Tenant(s) and shall become part of the House and the Owner's property upon termination of this Lease and tenancy. Tenant(s) shall not permit any act or thing deemed hazardous by Landlord due to potential risk of fire or which will increase the rate of insurance on said House. In case the House or surrounding areas shall be damaged by fire, rain, wind, or other cause beyond the control of the Landlord or the Tenant(s), then the House or surrounding areas shall be repaired within a reasonable time at the expense of the Landlord; and in case the damage is so extensive as to render the House unfit for human habitation, the rent shall cease until such time as the House will be put in repair. In case of total destruction, the rent shall be paid until the time of such destruction and from thenceforth this Lease Agreement shall cease and come to an end. In the event the damage is caused by the act of the Tenant(s), or someone in the House or on the premises by reason of Tenant(s)'s permission or consent, there shall be no reduction of rent and Tenant(s) shall be liable for all costs of repair. Should Landlord notify Tenant(s) of intent to clean, replace carpets or paint the House, moving furniture and wall hangings shall be the duty and expense of the Tenant(s). **Tenant(s) understands that he/she will not receive any rent reductions, adjustments or other compensation due to repairs or interruptions of service except as provided by law.**

Furnace Upkeep: Tenant(s) is responsible for changing the filter in the furnace as necessary (once per month is recommended).

Lawn Care: Unless otherwise indicated, Tenant(s) is required at their expense to maintain any and all surrounding grounds, including lawns and shrubbery, and keep the grounds free of rubbish and weeds. This includes, but is not limited to the mowing, edging, pruning, weeding beds and picking up trash and debris. All areas along property lines and fences should be kept free of weeds, debris and blackberry bushes where applicable. If Tenant(s) do not comply with this agreement, the landlord can issue a 10-Day Notice to Comply **OR** hire grounds maintenance at Tenant(s)' expense plus charge an additional \$35 administrative cost each time it is necessary to hire grounds maintenance.

Indemnification and Insurance: Landlord shall not be held liable and Tenant(s) shall hold Landlord harmless from any and all claims for any damage or injury to Tenant(s), Tenant(s) invitees or any other person, or to any personal property in the House, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the gross negligence or unlawful act of Landlord, his/her agents or damages for which Landlord is legally responsible. The Tenant(s) shall immediately notify the Landlord, in writing, of any dangerous conditions associated with the House. Tenant(s) is informed that Owner's and Landlord's insurance covers neither a Tenant(s)' property nor Tenant(s)' acts or omissions. Landlord shall not be held liable to Tenant(s), Tenant(s)' invitees and Tenant(s)' family for any damage to a person or property caused by the act or negligence of any other Tenant(s) or non-Tenant(s) at the House Community. **Landlord strongly recommends that the Tenant(s) obtain "Renter's Insurance" covering Tenant(s)'s personal possessions from loss due to fire, water, burglary, vandalism, theft, or other causes and other claims, such as temporary housing or moving costs. Landlord is not liable for any such loss or damage, except as provided by law. Tenant(s) agrees and acknowledges that Landlord shall not provide and shall have no duty to provide any security services to Tenant(s) or Tenant(s)'s guests. Tenant(s) shall rely solely on the public police force for security protection.**

Oscar Madison

Date

Felix Unger

Date

Severe Cold Weather Precautions: Tenant(s) agrees to take all reasonable and necessary precautions against freezing and breaking of water and waste pipes, including, without limitation, maintaining adequate heat (approx. 65°), keeping cabinet doors open below kitchen and bathroom sinks to allow room heat to circulate and keeping interior doors open so that heated air can circulate throughout residence. Proper precautions also include letting bath & kitchen faucets drip slightly when temperatures drop below freezing. Please contact the office for further information about weatherproofing, if needed. In the event that water pipes are frozen by reason of neglect of Tenant(s), Landlord shall promptly repair at Tenant(s)'s expense all damage caused. If damage is significant enough to require the Landlord to file an insurance claim, the Tenant(s) agrees to pay the required deductible due to file such a claim.

Early Possession: In the event the Tenant(s) take early occupancy before the date as specified in "Term" Section of Lease above, all terms and conditions of the Lease Agreement shall become effective at the time of said tenancy, but the termination date shall not be changed. This includes, but is not limited to, rents and other amounts due to Landlord applicable to the period of early occupancy.

Possession: If Landlord is unable to deliver possession of the House at the commencement of this Lease for whatever or no reason, Landlord shall not be liable for any damage caused, nor shall this Agreement be void or voidable. However, Tenant(s) shall not be liable for any rent until possession is delivered. Tenant(s) may terminate the Agreement if possession is not delivered within ten (10) days of the commencement of the term. Any such termination must be by written notice delivered to Landlord within same ten (10) day period.

Entry, Inspection and Signs: Tenant(s) shall not withhold consent to the Landlord to enter the House in order to inspect the House, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or show the House or any part of the House or premises to prospective or actual purchasers, mortgagees, Tenant(s), workman, appraisers or contractors. Forty-eight (48) hour written notice of entry by Landlord is required by law, except in the event the property is offered for sale or rent, when only twenty-four (24) hour advance written notice is required. If Tenant(s) gives express permission or if there is an emergency, no advance notice is required. Express permission is given when maintenance is requested by the Tenant(s). Tenant(s) failure to reasonably allow Landlord access after due notice will be fined \$100 each time per RCW 59.18.150. Tenant(s) shall also allow Landlord to place a "For Rent" sign or banner in the House or on the deck of the House during times in which either the Tenant(s)'s House or an House in the building is available for rent. Tenant(s) will be fined for removing a banner / sign or fined the cost to replace the Banner / sign if removed and lost by the Tenant(s). Tenant(s) also agrees Landlord may ask for a renewal and / or begin showing the House to prospective Tenant(s) as early as 90 to 150 days prior to the Lease expiration.

Abandonment: Abandonment shall exist when there is a delinquency in the rent and Tenant(s) clearly indicates by words or actions, that he/she has vacated the House with the intention not to resume tenancy. In event of abandonment, the Landlord may immediately enter the House and take possession of Tenant(s)'s remaining personal property and remove it to a reasonably secure place at Tenant(s)'s expense in accordance with Washington State Landlord-Tenant(s) Act. Abandonment shall not sever Tenant(s)'s liability for rent; nor shall Landlord's recovery of the premises sever Tenant(s)'s liability for rent. Tenant(s) will be charged for costs incurred by the Landlord to re-rent the House and for other costs as provided by law. Tenant(s) agrees to notify Landlord in writing of an absence from the dwelling of more than seven (7) days no later than the first day of such absence.

Attorney's Fees/Venue/Severability: In the event either party engages, retains or hires an attorney to enforce any provision of this Lease, or any obligation under law, including but not limited to the collection of rent and/or other charges due hereunder, both Landlord and Tenant(s) agree that, to the fullest extent permissible by law, court costs, prejudgment interest at the judgment rate from the date of default, and reasonable attorney's fees may be awarded to the prevailing party, even if no case is filed with the courts. If the matter is not filed in court, both parties agree that the prevailing party is entitled to be compensated upon demand to the other party. The Landlord shall be deemed to be the prevailing party if the action voluntarily is halted by the Landlord prior to judgment, or if the case is not filed, prior to filing, on the basis that the Landlord accepted from the Tenant(s) of all or part of the amounts alleged to be owing, or on the basis that the Tenant(s) vacated the rental unit. Venue and jurisdiction in any legal action pertaining to this Agreement, including but not limited to unlawful detainer proceedings or even a small claims matter shall be in Whatcom County, Washington where this Lease is considered to have been negotiated and entered, regardless of the physical location of the House. The provisions of this Agreement shall be deemed to be severable. The invalidating of any one provision by a court of competent jurisdiction shall not invalidate any other provision.

Agency Disclosure: Tenant(s) acknowledges that a real estate licensee is involved in this transaction. At the signing of this Agreement, the Landlord is the Owner's Agent and represents the Owner. Tenant(s) acknowledge being provided a Real Estate Agency Disclosure Brochure, "The Law of Real Estate Agency", by the licensed agent who represents Apex Property Management, Inc. and / or the Owner of the property.

Ownership: The leased property may be owned in whole or in part by a real estate broker, brokerage firm, or salesman, licensed by the State of Washington. If so, this disclosure satisfies RCW 18.86 requirements to make such disclosure.

Facilities: Tenant(s) understands and agrees that any and all facilities provided by the Landlord are provided as a gratuity and are not a part of the Tenant(s)'s rental agreement, and that Landlord reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to the Tenant(s) and that any such action by Landlord shall not constitute a claim by Tenant(s) of any breach of this lease by Landlord, nor be a basis for any reduction of Tenant(s)'s rent or early termination of Tenant(s)'s lease agreement.

Entire Agreement: This Lease sets forth the entire Agreement between the parties with respect to the matters set forth herein, notwithstanding the contents of any prior agreement, assumptions, advertisements, warranties or representations by any person or entity. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements, advertisements, warranties or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. It is expressly understood that this agreement is between the Landlord and each signatory is individually jointly and severally liable. If more than one individual has signed this Lease Agreement, each signatory shall be jointly and severally liable hereunder for payment and performance of all obligations of the Tenant(s), including any arising during any extension, renewal or hold over periods. All persons signing as Tenant(s), including that Tenant(s)'s Guarantors and/or Cosigners, are collectively referred to as Tenant(s). Service of any notice or demand upon one of the Tenant(s) shall constitute notice to all others listed as Tenant(s) and all other occupants at the House. Notices of breach of this Agreement issued by Landlord shall not release any Tenant(s) from liability for the full performance of obligation hereunder.

THIS IS A BINDING LEGAL AGREEMENT. PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS TERMS BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THE TERMS, SEEK COMPETENT LEGAL ADVICE. By signing this Agreement, you are agreeing to abide by all of its terms. This Lease supersedes any previous Lease Agreement entered into by the parties in reference to the property described herein. All provisions listed herein will be construed to comply with the applicable law in the state in which the House is situated and other applicable law. Each individual executing this Lease on behalf of Tenant(s), acknowledges receipt of a copy of said Lease and its attachments, and hereby guarantees payment and performance of all obligations of Tenant(s) under this lease, including all obligations to pay costs and reasonable attorney's fees, and to remain bound in the event of any extension, modification, holdover, subletting or assignment of any portion of the lease obligations to third parties, unless expressly released in writing, signed by the Landlord. This Lease Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same Lease. Delivery of a facsimile, electronic mail or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

Oscar Madison

Date

Felix Unger

Date

Landlord

Date

Apex Property Management, Inc. as Owner's Agent



**CLEANING, DAMAGE AND PERFORMANCE
DEPOSIT and NON-REFUNDABLE FEE AGREEMENT
(Hereinafter referred to as "Deposit")**

THIS AGREEMENT dated September 11th, 2017, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at 721 Matthau Street, Bellingham, WA 98226 (hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

Receipt of **\$1200.00** is hereby acknowledged as a Cleaning, Damage and Performance Refundable Deposit that is subject to the following terms and conditions:

- 1. Carpet Cleaning Fee: Do not shampoo or hire anyone to shampoo the carpets. YOU MUST VACUUM THE CARPETS THOUGH.** Tenant(s) agree a non-refundable **\$0.30 per square foot (\$85 minimum)** will be charged to your deposit for professional carpet cleaning. If necessary, charges in addition to the rate above will be billed for excessive soiling, spotting, stains and deodorizing, as well as vacuuming and litter removal.
- 2. Cleaning:** The House must be returned to the Landlord in the same cleaned condition as received. Any cleaning that is required after the House is vacated will be billed against the Tenant(s)' Deposit at a rate of **\$40.00 (Forty)** per hour (2 hour minimum charge).
- 3. Damage:** A charge will be made for the cost of restoring the rental House to its original condition for any damage incurred during this tenancy, normal wear and tear excepted. Tenant(s) acknowledges and agrees that soilage and any cleaning, or repair or replacement due to smoke damage from any source, including cigarette smoke, candles and/or incense, is not considered normal wear and tear. If the House is unable to be repaired or the Landlord makes the decision not to have the repair made, an estimated charge will be assessed for the damage. If repair or damage delays the ability of the future Tenant(s) to move into the House on time, the Tenant(s) agrees to and shall pay for any damages related to the future Tenant(s) delayed move in as well as lost rent due to the delayed move in. Repair delays may include but are not limited to flea infestations, carpet / vinyl replacement, smoke damage, etc.
- 4. Security:** Tenant(s) agrees if he/she remains in possession of House after the expiration date of the Lease, Tenant(s) will pay a daily amount plus a daily rent as holdover rent as stated in the "Notice to Vacate" Section of Lease. 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 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 House 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 \$45 per hour (minimum one hour), plus materials for any of the following items, including but not limited to, that need servicing after the House 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 HOUSE 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) is obligated to pay rent for possession of the House. When keys are returned, the Tenant(s) is 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) has 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 and in writing with Apex Property Management, Inc. Personal property found in the House after this time will be dealt with as per State Law, and appropriate charges will be withheld from the Deposit. Storage for personal items is billed at a minimum rate of \$50 per day. We consider early move out and key return as the Tenant(s)'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. Twenty-five dollars (\$25) will be charged for each non-House key not returned including but not limited to the mailbox key, storage room key, laundry room key, etc. In addition, Tenant(s) will be charged the cost to change the locks of an House for any House keys not returned that were originally given as evidenced by the Key Form. These charges will apply as of the date the Lease expires even if keys are received after the expiration date.

7. Roommate Partnerships: When entering into a roommate tenancy, each roommate is equally and wholly 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 Tenant(s) renews the Lease, the Deposit will remain with the House. It is up to the remaining and outgoing Tenant(s) to resolve any Deposit issues. Likewise, if for any reason, the Landlord is required to refund a portion of the Deposit to any outgoing Tenant(s) yet some Tenant(s) still remain, the remaining Tenant(s) have (30) thirty days to replenish the Deposit back to its original amount. If this replenishment is not done within (30) thirty days, Tenant(s) are considered in violation of their Lease and will be issued a 10-Day Notice to Comply or Vacate.

8. 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 House 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 including Christmas trees, 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, will be charged to Tenant(s) and may be held against the Deposit. At move-out time, Tenant(s) are responsible for moving garbage to the dumpster. Tenant(s) will be billed a minimum charge of \$100 to remove any furniture or other large items left in an House or at the dumpster at move out. 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.*

9. Temperature Settings: Upon vacating, make sure the heat is set to 65 degrees during the months from October through February. The refrigerator temperature should also be set to a temperature below the normal setting.

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

11. 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. Tenant(s) understand and agree that, even though damage may be limited to localized areas, due to fading and carpet color match, it may be necessary to replace the entire carpet. The cost will be determined as the remaining depreciated value of the carpet based on a ten (10) year life. In some instances, Landlord may try to clean the carpet first before replacing. In that instance, Tenant(s) will be charged for the attempt to clean and the replacement.

12. Painting: Tenant(s) will be charged to repaint the House 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. Painting is generally charged at \$65 per wall except if wall repairs are needed (i.e. patch / hole repairs), then cost could be more. Painting charges related to smoking may cause the price per wall to double.

- (a) Any holes smaller 1/16 inch in diameter must be kept at a reasonable minimum (less than 4 to 6 holes per wall depending on size of wall). All holes larger than 1/16 inch in diameter are considered wall damage and Tenant(s) will be charged a minimum of \$10 per hole to patch plus the cost to paint the wall.
- (b) DO NOT patch any holes with spackle, putty or similar. Patching with toothpaste or other non-approved method will cost more to repair. DO NOT attempt to touch up walls.
- (c) The walls or interior surfaces may not be excessively marked or marred.
- (d) **The Tenant(s) may not paint any walls or interior surfaces without prior written consent of the Landlord.**
- (e) Scotch tape or double-faced tape shall not be used to hang pictures or posters since these items create excessive marks on the walls.
- (f) Do not install curtain rods, racks, coat hangers or other permanent shelving in Houses without prior written consent of the Landlord. Tenant(s) is responsible for removal, patches, paint and / or repairs needed once item is removed.

13. Blinds / Screens: Damage to blinds and / or screens will be charged to the Tenant(s). 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. Blinds are billed at a minimum charge of \$55 per blind to replace. Larger or special order blinds have a higher cost.

14. 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) Drip pans must be cleaned at move out. All drip pans that have excessive food or debris as determined by Landlord will be replaced at a cost of \$7.50 per pan.
- (c) Tenant(s) will be billed for any soot residue from candles or similar as well as any “burned in marks” in ceiling or walls from any candles or hung string lights. Walls will be billed the normal painting charged as defined herein.
- (d) 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 \$5 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.
- (e) No decals or similar “sticky” items 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 House.
- (f) Tenant(s) should not leave any water running (unless in accordance with winterization policy). 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 or expense.
- (g) 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).
- (h) Landlord warrants that a House’s sewage drains and plumbing 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, cotton balls, sanitary napkins, food, tampons, wads of toilet paper, balls of hair, grease, oil, table scraps, cloth, dirt, rock, aquarium gravel, or newspapers. Tenant(s) agrees to pay for clearing of drains or disposals 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.
- (i) Tenant(s) is responsible for any windows that become cracked or broken in the House during occupancy.
- (j) Tenant(s) is responsible for any damage to doors, doorframes (exterior or interior) during occupancy. Interior door replacements are billed at a minimum of \$135 per door.
- (k) Do not attach mirrors to doors, walls, etc. Tenant(s) is responsible for removal, patches, paint and / or repairs needed once mirror is removed.
- (l) Tenant(s) must not place furniture of any kind against or over heaters. All furniture should be placed at least three feet from any heating vent.

15. Forfeiture: Rental rates are based on long-term tenancy and should the Tenant(s) vacate the rental House before the end of the Lease term for any reason and / or before expiration of any signed extensions of the Lease for any reason, the entire Refundable Deposit will be forfeited and an early vacate fee \$250 per person will be charged. The Deposit is subject, but not limited to, the following costs: Rent past due and due through the end of Lease term, advertising (minimum of \$75), and other administrative costs including an early vacate fee of \$250 to each outgoing Tenant(s) and items 1 through 14 above, if necessary. If the Landlord finds a new Tenant(s) for the House due to the early vacancy, Tenant(s) agree to pay the Landlord one-half of the first month’s full rent as a finder’s fee to compensate the Landlord for the work associated with finding a new Tenant(s) in addition to costs stated above. If the House 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 House, the Landlord will issue a revised statement and will refund any prepaid rents.

16. Inspections: Inspections are generally performed within 48 business hours of a move out. However, Tenant(s) will not be given the opportunity to re-enter the House to correct any issues found at the inspection.

17. Refund: The Landlord agrees to refund any money due to the Tenant(s), subject to the above-mentioned terms, to his / her last known mailing address (i.e. the rental House) within the timeframe as determined by current Washington State law, together with a statement for any funds withheld. Last known address shall be the House unless otherwise directed in writing by the Tenant(s) at least twenty-one (21) days before the Tenant(s) vacates the House and return the keys. **Tenant(s) agrees and understands 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). If a separate check per Tenant(s) is requested, a \$5 fee per check will be assessed against the deposit. A \$25 stop payment fee may apply for any lost check that must be re-written. You must supply the US Post Office with a forwarding address. Any checks lost in the mail due to not having a forwarding address on file with the post office or Landlord will result in a \$25 stop payment fee being assessed before we can re-issue another check. In the event Tenant(s) owe more than the Deposit paid, Tenant(s) must pay the balance owed in full within thirty (30) days of receiving the Deposit Statement. Outstanding balances will be sent to collections.**

18. Rent: Rent will be charged through the expiration day of the Lease. Overpayment of rent at the end of the Lease term will be refunded with the Deposit. This occurs if a full month of rent is paid but the expiration date is before the end of the month.

19. 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 intact until the House is vacated and all keys have been returned to the Landlord except as otherwise stated herein and or the Lease Agreement. The Deposit is held at KeyBank located at 1000 Lakeway, Bellingham, WA. Any interest earned on the Deposit shall be the property of the Landlord.

20. Pets: Pets are not permitted except with a written fully executed Pet Agreement and a pet fee and or pet deposit. Pet charges for pet occupancy are not part of this Deposit as defined herein. If Tenant(s) has been issued a 10-Day Notice to 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 \$400 pet fine plus costs associated to have the carpet inspected with an ultraviolet light and costs associated to deflea the House, in addition to any other costs deemed necessary due to the illegal pet.

21. All inspections, re-inspections and supervision of cleaning and repairs will be charged at a rate of \$45.00 per hour (minimum of 1 hour). Re-inspection fees will automatically be charged when any damage exists as a result of the Tenant(s) or cleaning exists above a 4-hour charge. 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.

22. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

Oscar Madison

Date

Felix Unger

Date

Landlord

Date

Apex Property Management, Inc. as Owner's Agent



MOLD AND MILDEW ADDENDUM
ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT dated September 11th, 2017, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at 721Matthau Street, Bellingham, WA 98226 (hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

Tenant(s) acknowledges that it is necessary for Tenant(s) to provide appropriate climate control, keep the House clean, and take other measures to retard and prevent mold and mildew from accumulating in the House. Tenant(s) agrees to clean and dust the House on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant(s) agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the House. Tenant(s) also agrees to immediately report to the management office: (i) any evidence of a water leak or excessive moisture in the House, as well as in any storage room, garage or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air-conditioning system in the House; and (iv) any inoperable doors or windows. Tenant(s) further agrees that Tenant(s) shall be responsible for damage to the House and Tenant(s)'s property as well as personal injury to Tenant(s) and Occupants resulting from Tenant(s)'s failure to comply with the terms of this Addendum.

Tenant(s) acknowledge it is their responsibility to properly ventilate the House to prevent excess moisture and the growth of mold. Tenant(s) is responsible for all mold damage caused during tenancy. If fans are provided in the bathroom, they must be run during showers and for approximately 15 minutes after each shower or until moisture is gone. Fans work best when the door is closed during fan use. Bathroom doors must remain open when fans are not in use to provide ventilation. Kitchen fans should be used when cooking. Mildew will easily grow where warm moist air condenses on cooler wall surfaces, such as cold exterior walls and window frames. You should not place items against walls in such a way where no air can circulate. In addition, windows should be opened frequently to ventilate with fresh air outside.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes in this Addendum as it has for purposes of the Lease

Tenant(s) acknowledges receiving the pamphlet from the Department of Environmental Health entitled, "Got Mold? Frequently Asked Questions about Mold" that includes information regarding the health effects of mold, steps to take to avoid mold growth and how to clean up mold.

Oscar Madison Date

Felix Unger Date

Landlord Date



PARKING ADDENDUM
ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT dated September 11th, 2017, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at 721 Matthau Street, Bellingham, WA 98226 (hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

This Agreement shall pertain solely to the following vehicles, and no changes shall be made hereto without Landlord's prior written consent. Tenant(s) is allowed only 2 vehicle(s) to be on the premises at any one time.

Table with 4 columns: PERMIT #, MAKE, MODEL, PLATE #. The table is currently empty.

RULES AND REGULATIONS: Vehicles, at all times, must be fully registered, licensed and insured. No lengthy or extensive mechanical work is permitted in the parking lot, parking area and/or driveway without prior written permission by the Landlord.

PROHIBITED PARKING: No car shall be parked on the lawn, in the street blocking driveways, alleyways or dumpsters. No vehicle shall be lifted on blocks, jacked-up, or in any way unusable/unlicensed for more than 24 hours.

HAZARDS; HOLD HARMLESS AND INDEMNIFICATION: Tenant(s) acknowledges that Tenant(s)'s vehicle, and/or any portions and/or contents thereof, may be damaged, broken into, and/or stolen due to no fault of Landlord.

DAMAGES: Tenant(s) shall be responsible for all damage caused by Tenant(s) and/or Tenant(s)' vehicle (including any substances leaking or emerging from Tenant(s)' vehicle) to any other vehicles, persons, parking lots, parking areas, common areas, and/or portions of the House.

CROSS DEFAULT: Any default in the performance of this Addendum shall constitute a material default in the Tenant(s)'s performance of the Lease. If Tenant(s) continually violates the terms of this Addendum, then Landlord reserves the right to revoke parking privileges.

COMPLIANCE: Violation of any rules contained herein will result in a \$50 fine plus the issuance of a 10-Day Notice to Comply and its related fine as defined in the Lease Agreement.

All these rules for parking can be modified during the Lease term provided the Landlord distributes a copy of the modified rules to each House thirty (30) days prior to the modified rules effective date.

By signing below, Tenant(s) has read and agrees to all terms of this lease addendum.

Oscar Madison

Date

Felix Unger

Date

Landlord

Date



LEAD BASED PAINT DISCLOSURE
ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT dated September 11th, 2017, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at 721Matthau Street, Bellingham, WA 98226 (hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

Lead-Based Paint – Disclosure of Information on Lead-Based Paint and / or Lead-Based Paint Hazards: 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. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure:

- (a) Presence of lead-based paint and/or lead based paint hazards (Check (i) or (ii) below):
(i) N/A Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): Not applicable
(ii) X Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
(b) (i) N/A Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): None
(iii) X Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial):

- (c) Lessee has received copies of all information listed above.
(d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial):

- (e) Agent has informed the Lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Oscar Madison Date Felix Unger Date

Landlord Date



BELLINGHAM RENTAL REGISTRATION ADDENDUM

THIS AGREEMENT dated **September 11th, 2017**, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at **721 Matthau Street**, Bellingham, WA **98226** hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

The Rental Registration & Safety Inspection Program (RR&SIP) requires all residential rental properties (apartments, homes, duplexes, ADUs, etc.) within Bellingham city limits be registered.

By signing this addendum Lessee(s) certify that they have received a copy of the registration certificate and read it.

This Bellingham Rental Registration Addendum becomes part of the Lease Agreement between parties once it is signed.

Oscar Madison

Date

Felix Unger

Date

Landlord

Date



GARBAGE AND RECYCLING ADDENDUM
ADDENDUM TO LEASE AGREEMENT

THIS AGREEMENT dated September 11th, 2017, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at 721Matthau Street, Bellingham, WA 98226 (hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

As you know, Landlord takes great pride in our community and the living environment of our Tenant(s). We ask that you comply with the garbage policy so that everyone may enjoy a clean and beautiful community.

Tenant(s) herby agrees to the following directions regarding the disposal of garbage and use of recycling containers at the above stated property.

- 1. On trash day, garbage bins are to be placed on the curb in the morning and returned back to the House by the evening. Trash may not be placed outside of your House (including patios and balconies) without being placed in proper Sanitary Service Containers for any period of time.
2. When using the recycling bins, cross contamination is not allowed. For example do no put cardboard or paper products in the bin for bottles and cans and vice versa. Tenant(s) shall separate recycling from trash and dispose of in bins marked for recycling, cardboard / paper, etc. If recycling is mandated by law, then Tenant(s) will be equally charged if the community is assessed any recycling related fines.
3. If a recycling bin or refuse container is full, Tenant(s) is not allowed to leave material outside of the containers; notify Landlord so we can resolve the issue.
4. Bulk items, including but not limited to mattresses, tables and chairs etc. are not allowed to be placed on the street or curb. Sanitary Service will not pick these up. These items must be delivered directly to the dump located off Slater Road.
5. You must maintain your garbage and recycling account at all times during the Lease term.

Violation of the above rules is a breach of the Lease terms and is subject to fines and issuance of a comply notice as defined by the Lease. Tenant(s) understands that payment of any fine does not eradicate the obligation to dispose of the garbage immediately / properly.

Apex Property Management highly encourages Tenant(s) to dispose of recyclable materials in the recycling bins provided. Recycling keeps refuse out of landfills and contributes to the general welfare of the community. The average American generates 4.4 pounds of trash per day, adding to the grand total of about 254 million tons of trash the United States accumulates per year. American communities recycle and compost nearly 35% of municipal solid waste, diverting 87 million tons to recovery according to the U.S. EPA.

This Garbage and Recycling Addendum becomes part of the Lease Agreement between parties once it is signed.

Oscar Madison

Date

Felix Unger

Date

Landlord

Date



2020 Pacific Street, Bellingham, WA 98229

Apex-Property.com

Tel: 360.527.9829 Fax: 360.527.3082

**SMOKE DETECTOR, CARBON MONOXIDE DETECTOR & FIRE ALARM ADDENDUM
ADDENDUM TO LEASE AGREEMENT**

THIS AGREEMENT dated September 11th, 2017, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at 721Matthau Street, Bellingham, WA 98226 (hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

Tenant(s) acknowledges and Landlord certifies that the House is equipped with a smoke detector as required by RCW 43.44.110 and that the detector has been tested and is operable as of the execution of this Agreement. Tenant(s) also acknowledges House is equipped with carbon monoxide detectors as required by law. It is the Tenant(s)'s responsibility to maintain all smoke and carbon monoxide detectors as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain all smoke and carbon monoxide detectors can result in punishment including a fine of not more than \$200.00 pursuant to RCW43.44.110. Tenant(s) also agrees not to disconnect any alarms that may sound when a fire alarm is triggered. Disconnecting any alarms will result in a \$200.00 penalty plus the cost to correct the problem due to the disconnected alarm. Tenant(s) agrees to test the detector at least once per month. If any smoke or carbon monoxide detector is not working, after replacing a battery, or if the detector is not battery operated, Tenant(s) agrees to inform the Landlord immediately in writing. The building does **not** have an emergency notification, relocation or evacuation plan. In case of fire, you must evacuate the building immediately and call the fire department. Do not use the elevators in case of fire. Tenant(s) agrees not to hang items on sprinkler system heads in any way. Tenant(s) agrees to pay the cost associated to any sprinkler heads or related items that are damaged due to Tenant(s) negligence or hanging items.

- Smoke Detectors are hard wired YES NO
- Smoke Detectors are battery operated YES NO
- The building is equipped with a sprinkler system YES NO
- The building is equipped with an alarm system: YES NO
- The building has a smoking policy (See Smoking Section of this Lease): No smoking allowed

This Smoke Detector, Carbon Monoxide Detector & Fire Alarm Addendum becomes part of the Lease Agreement between parties once it is signed.

Oscar Madison Date Felix Unger Date

Landlord Date



KEY FORM

Address of House: 721Matthau Street, Bellingham, WA 98226

Tenant(s) acknowledge the following represents keys that will be received at move in or during the term of the Lease or the keys that have been returned before the Lease expires:

<u>Key Type:</u>	<u>No. of Keys:</u>	Received	-----Add'l Keys Rec'd-----			---Keys Ret'd before end of Lse--		
		<u>@ MI - Initials</u>	<u>No. Keys</u>	<u>Date</u>	<u>Initials</u>	<u>No. Keys</u>	<u>Date</u>	<u>Initials</u>
Front Door Knob	_____	_____	_____	_____	_____	_____	_____	_____
Bldg Entrance Door	_____	_____	_____	_____	_____	_____	_____	_____
Front Dr Dead bolt	_____	_____	_____	_____	_____	_____	_____	_____
Garage Door	_____	_____	_____	_____	_____	_____	_____	_____
Mailbox	_____	_____	_____	_____	_____	_____	_____	_____
Garage Dr Opener	_____	_____	_____	_____	_____	_____	_____	_____
Laundry Room	_____	_____	_____	_____	_____	_____	_____	_____
Storage Room	_____	_____	_____	_____	_____	_____	_____	_____
Parking Pass	_____	_____	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____	_____	_____

Tenant(s) hereby accepts 2 Unassigned Parking Spaces garage door controls in working order, which Tenant(s) agrees to return in working order the day of vacating the House or pay ninety Dollars (\$90) per control. Garage door opener must not be kept in vehicle. Lost or stolen garage door openers will be replaced at Tenant(s)'s expense. Tenant(s) will also bear cost of re-programming the garage door due to a lost or stolen opener. Tenant(s) acknowledges that Landlord has made photo copies of all keys and will expect all exact keys back at the end of the Lease Term. Any original keys not returned will result in a lock change at the Tenant(s)'s expense. **All keys / openers, etc. NOT returned by NOON on the day the Lease expires or at the time the House is released to the Landlord, whichever occurs earlier, will result in a charge as stated in the Lease to replace locks, openers, etc. regardless if these are returned at a later date. If keys are dropped in our drop-box, they must be properly tagged and labeled with the apartment address and number.**

Oscar Madison

Date

Felix Unger

Date

The undersigned acknowledges receiving all keys, passes, garage openers, etc. listed above on the _____ day of _____, 201__.

Signature Date

Landlord Date

KEYS RETURNED AT END OF LEASE:

<u>Key Type:</u>	<u>No. of Keys</u>	<u>Date Returned</u>	<u>Time Returned</u>	<u>Signature</u>
Front Door Knob	_____	_____	_____	_____
Bldg Entrance Door	_____	_____	_____	_____
Front Dr Dead bolt	_____	_____	_____	_____
Garage Door	_____	_____	_____	_____
Mailbox	_____	_____	_____	_____
Garage Dr Opener	_____	_____	_____	_____
Laundry Room	_____	_____	_____	_____
Storage Room	_____	_____	_____	_____
Parking Pass	_____	_____	_____	_____
Other	_____	_____	_____	_____

Parking Pass #s Returned: _____

Forwarding Address of Return Deposit @ Move Out:

If requesting to split deposit, there is a fee of \$5 per check.
PHONE #: _____
NAME: _____



**HOUSE RULES
ADDENDUM TO LEASE AGREEMENT**

THIS AGREEMENT dated September 11th, 2017, is an Addendum to and forms part of the original Lease Agreement (the "Lease") for the property located at 721 Matthau Street, Bellingham, WA 98226 (hereinafter "the House") between Apex Property Management, Inc. (the "Landlord") and the following named person, hereinafter referred to as "Tenant(s)":

Name: Oscar Madison
Felix Unger

The following rules have been established in order to ensure that everyone has a safe, pleasant place to live. We appreciate your tenancy and ask for your cooperation as we strive to maintain and administer this House. Failure to comply with these rules shall be deemed to be a material violation of the Lease and may be grounds for termination of the Lease.

1) PARTIES:

Parties are not allowed anywhere on the property or in your House at any time.

2) NOISE:

No loud or unnecessary noise is permitted at any time in the House, halls, entryways or areas immediately surrounding the building. All radios, appliances, TVs, stereos, musical instruments, and so forth are to be operated at a volume and during a time of day that will not disturb the neighbors or be heard outside the rental House. Any noise that can be heard outside of your House shall be too loud.

3) QUIET HOURS:

Quiet hours are from 10 PM to 8 AM., but noise violations can occur at any time of the day or night.

4) STORAGE:

No storage of personal items or furnishings, including but not limited to appliances, furniture, toys, old vehicles, or debris, Christmas trees, pumpkins, etc. may be left on decks, patios, or in the yard.

5) DECKS/PATIOS:

Deck or patio storage is limited to a reasonable minimum number of planters and acceptable patio furniture, such as a table and chairs. Planters must be elevated above the deck or patio with a tray underneath to catch water. You may be responsible for the cost of repairing the deck if the planters causes staining or water damage. Do not attach anything to the deck. Do not hammer, drill, nail, screw, etc. any hardware into the deck or patio. No hammocks, bikes over railing, blinds, storage of tires, boxes, etc. should be on the deck or hung from any part of the deck.

6) WINDOW COVERINGS:

Standard window coverings are not to be removed or replaced. Bed linens, towels, tin foil, flags, reflector items, etc. are not to be placed in the windows at any time.

7) SIGNS:

Signs or banners (other than those advertising signs placed by Landlord) are not allowed on the deck or in windows.

8) CLOTHES DRYING:

No outdoor drying of clothes on the balcony unless balcony cannot be seen from the road or any common areas and clothes are hung only on an acceptable clothes drying rack (one rack only).

