

LEASE AGREEMENT

DATE _____, 2015

TENANT(s) _____

PREMISES (address) _____

LEASE START DATE: _____

LEASE END DATE: _____

LENGTH OF TERM: _____

OCCUPANCY: PERMITTED ADULTS: _____

PERMITTED CHILDREN: _____

PERMITTED VEHICLES: _____

ASSIGNED PARKING: _____

MONTHLY RENT: \$ _____

ALL MOVE-IN PAYMENTS MUST BE IN CERTIFIED FUNDS

Item	Charge	Due	Paid	Check #
	\$			
	\$			
	\$			
	\$			
	\$			
TOTAL	\$			

This lease, made in duplicate on the date noted above, between **UNDISCLOSED**, the owner of the Premises, hereinafter referred to as "Owner", by and through Access Real Estate Services, the Owner's duly appointed Agent, hereinafter referred to as "Landlord", and the above named person(s), hereinafter referred to collectively as "Tenant":

POINT OF CONTACT REQUIREMENT: Tenant shall appoint a Point of Contact who will hold the responsibility of communication between the Tenant and Landlord. This person will be responsible for communicating information from the Landlord to the remaining Tenants.

Point of Contact Person: _____

Phone: _____

Email: _____

TERM: The Landlord does hereby lease to the Tenant and Tenant does hereby lease from Landlord, those certain premises named above for the period beginning on the Lease Start Date and ending at NOON on the Lease End Date.

UTILITIES & YARD MAINTENANCE: Tenant acknowledges reading and accepting the following responsibilities:

- Water/Sewer TENANT OWNER
- Garbage TENANT OWNER
- Electricity TENANT OWNER
- Propane/Gas (if applicable) TENANT OWNER
- Other _____ TENANT OWNER

Tenant shall pay for all charges related to hookup, connection, disconnection, and deposit for providing utility services and be responsible for payment of the above named utility services.

____ All utilities **must** be transferred into Tenant name within 48 hours of the move in date. If not transferred within 48 hours of the move in date, Tenant will be charged \$200.00 the 1st day, and \$50.00 each day thereafter until all utilities are transferred into name of the Tenant.

Tenant shall pay for utility services through the end of the Lease Term regardless of when Tenant actually vacates the Premises. Services paid by the Landlord are for basic services only. Any charges for excess usage will be billed to the Tenant Cleaning, Damage, and Performance Deposit for any unpaid utility bill. Tenant obligation for such bills survives termination of the Tenant rental obligation with regard to the Premises. It is the responsibility of the Tenant to notify the related utility companies of both start-up and stop dates for service. Tenant is responsible for keeping the yard clean at all times, the lawn mowed, bushes trimmed and planters weeded. If Tenant fails to keep the yard in good condition, the Landlord will hire a landscaper to restore the yard and bill the Tenant for the total amount due.

ATTACHMENTS: Tenant acknowledges reading and accepting all that apply:

- Cleaning, Damage, Performance Deposit Agreement
- Condition check list
- Keys: _____
- Co-signer Addendum
- Lead-Based Paint Disclosure
- The property DOES DOES NOT include housing that was built before 1978.
- Law of Real Estate Agency Disclosure
- Pet Agreement
- Mold Addendum
- Apartment/home/Association Rules
- Other _____

APPLIANCE INVENTORY: Appliances included in this Residence (check if applicable)

- Range/Oven Washer Dryer
- Refrigerator Dishwasher Microwave Oven
- Other _____

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CLEANING, DAMAGE, AND PERFORMANCE DEPOSIT: The Deposit terms are governed by the Cleaning, Damage, and Performance Deposit Agreement attached hereto and by reference made a part hereof.

KEYS: Keys, once picked up by the **Tenant**, are the responsibility of the **Tenant**. **Tenant** may never change locks, re-key, nor add locks without Landlord's 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 unauthorized changes in keys and locks at **Tenant** expense.

CHANGE OF LOCKS: **Tenant** acknowledges having been advised by Landlord of the increased security afforded to **Tenant** and the unit by changing all exterior locks in the unit prior to the **Tenant** taking possession of the unit.

YES – **Tenant** elects to bear the costs of such re-keying all exterior locks of the unit by Landlord; this option must be approved by the Landlord in advance of any lock changes and performed by the Landlord's approved vendor.

NO – **Tenant** elects not to bear the costs of such re-keying and does release and forever waive any and all claims against the Landlord asserted by **Tenant** and/or asserted by any third parties arising from **Tenant** choice not to re-key the unit.

LOCKOUTS: If **Tenant** is locked out of a unit during business hours, a key can usually be checked out at the office of Access Real Estate Services (a cash deposit of \$20 and positive identification is required). **If Tenant cannot get to our office due to lack of transportation or other means, Tenant will be charged a minimum service call of \$75 for unlocking the unit.** 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** or another key is located. This charge, if unpaid, will be applied against the Deposit. Landlord does **NOT** provide after hours lock out service. **Tenant** will be instructed to contact a locksmith for after-hours service at the **Tenant's** own expense.

BEDROOM LOCKS: Locks on bedrooms or other interior doors cannot be added without Landlord's permission and evidenced by a signed Addendum. A \$200 fine will be charged if unauthorized locks are put on bedroom doors.

RENT PAYMENTS AND CHARGES: Rent is due the first day of each calendar month. It is late as of the second. Rent is due in lump sum and split payments are not authorized. **Tenant** 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: PO Box 5127 / 809 W Orchard Drive, Suite 8, Bellingham, WA 98227 or at such other places as may be designated by the Landlord from time to time. **Cash payments are not accepted.**

NONWAIVER: 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** waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach. Neither Landlord nor **Tenant** shall have waived their rights to enforce any breach unless they do so in writing.

FEES RELATED TO LATE PAYMENTS, RETURNED CHECKS, NOTICES AND LEASE VIOLATION NOTICES:

A. If rent is not paid in full by midnight on the first (1st) day of the month, **Tenant** shall pay a late charge of \$25 on the second (2nd) 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 1st day of the month regardless of the postmark date on the envelope. (Postage delays and delays due to holidays are the responsibility of the **Tenant**. In the event the **Tenant** tenders less than full amount due to satisfy the payments due under the Lease, the deficient payment shall first be applied to late charges, NSF fees, and other charges due under the lease, then any remaining funds shall be applied to rent due under the lease.

B. **Tenant** agrees to pay a \$40 service charge for any check returned by **Tenant's** bank, in addition to any other specified late payment charge. If **Tenant's** checks are returned to Landlord unpaid on **two** occasions, **Tenant** shall be required to make **all** future payments by cashier's check or money order.

C. **Tenant** agrees to pay a \$50 service charge for the preparation, processing, and issuance of Three-day Notices for nonpayment and Ten-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** failure to pay rent, installment payments, late fees or breach of lease terms shall be paid by the **Tenant**. Landlord will terminate tenancy if **Tenant** fails to pay rent, comply with all material terms of this agreement, commits waste, maintains a nuisance, is declared a sex offender or is convicted of a crime.

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 \$10 for the first warning, not less than \$20 for the second warning and not less than \$30 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, pets, noise, unit appearance, and guest behavior. This fine is in addition to the \$50 service charge defined in Section C above.

E. **Tenant** 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** sole risk and expense and also constitutes a breach of lease.

NOTICES: Access Real Estate Services, as Owner's duly appointed Agent, is the Landlord for purposes of this Lease. All notices to

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Landlord must be sent to PO Box 5127, Bellingham WA 98227 or delivered in person to the Landlord's office located at 809 West Orchard Drive, Suite 8, Bellingham, WA 98225 unless Landlord gives **Tenant** written notice of change. All notices to Landlord shall be given by mail, certified mail, return receipt requested, or by hand delivery to Landlord. Notices shall not be verbal. Any notice to **Tenant** shall be given by mail, certified mail, return receipt requested, or delivered to **Tenant** at the Premises. If **Tenant** is absent from the Premises, a notice to **Tenant** shall be given by leaving a copy of the notice in a conspicuous place on the Premises.

NOTICE TO VACATE: This lease is a term lease. It expires at NOON on the last day of the Lease End Date expressed above. **Tenant** must return the keys to the Landlord, have the unit vacated, and ready for inspection all prior to noon on the last day. Vacating the Premises prior to the lease expiration shall not sever **Tenant's** responsibility for rent and may result in forfeiture of all Deposits. **Tenant** remains fully responsible for all rent, utility and operating expenses for the Premises until a new qualified **Tenant** is secured or until the end of the Lease Term. If **Tenant** remains in possession of Premises after the last day of the term or after the date of intention to vacate as stated on the written notice, whichever the case may be, **Tenant** agrees to pay a fine of \$250 plus a daily rental rate of \$200 thereafter. **Tenant** shall remain liable to Landlord for all damages, inconvenience and expenses related to such holdover after the expiration of the Lease. **Tenant** understands and agrees that verbal notices to vacate have no force and effect and will not be honored and no verbal waivers of notice to vacate requirements will be honored.

ASSIGNMENT (NOVATION): Subletting is not permitted. **Tenant** shall not assign this lease or any portion of the Premises without prior written consent of the Landlord. If approval is given, there will be an administrative handling charge of \$300 to each outgoing **Tenant** for services in transferring or assigning this lease to another **Tenant**. Any assignee **Tenant** shall be required to submit an application to the Landlord. Such application shall be processed in the same manner as would a new **Tenant** application and subject to applicable application fees in addition to the handling charge. Landlord shall at all times have knowledge of all **Tenants** who occupy the premises. A completed application must be submitted and approved and all related documents must be signed by Landlord and **Tenants** (all remaining, outgoing and incoming) **prior** to move-in. A penalty of \$300 will be charged for a violation, which is due and payable immediately as shall constitute a breach of lease. If penalty is not paid, **Tenant** hereby authorizes it to be deducted from any available deposit at the end of the lease term. **Tenant** understands the original Deposit paid at the beginning of the Lease will remain with the unit. If a pet is currently in the unit or if a fee for an illegal pet has been processed, any assignment of the Lease will require the outgoing **Tenant** 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** 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**.

PARKING: No car shall be parked on the lawn or in the street blocking driveways or dumpsters. No vehicle shall be lifted on blocks, jacked-up, or in any way unusable for more than 24 hours. Storage of boats or RV's is not permitted unless approved in writing by Landlord in a separate Agreement to this Lease. **Tenant** may park only in designated parking spots. Where parking is limited or by permit only, guests and/or visitors are required to use off-site parking. Vehicles can be towed, without notice, at the **Tenant's**, guest's or visitor's risk and expense if parked in "no parking" areas or reserved spaces or in violation of this provision. All vehicles must have current tags, be licensed and in operable condition. If parking lot requires a permit, the permit must be displayed & visible in vehicles at all times. Failure to display could result in being towed at owner's expense without notice and is considered a violation of Lease Terms resulting in additional fines. No lengthy or extensive mechanical work is to be performed on the Premises without written permission by the Landlord. **Tenant** is allowed number of vehicles on the Premises as noted above. **Tenant's** assigned parking space is noted above. The rules for parking can be modified during the Lease term provided the Landlord distributes a copy of the modified rules to each unit thirty (30) days prior to the modified rules effective date.

PETS: No pets of any kind, **even temporarily**, are allowed in the Premises without Landlord's written consent. No "guest pets" will also be allowed at any time. Any violation of this rule will result in a 10-Day compliance notice, and/or a \$300 penalty fee per pet at the discretion of the Landlord. The violation will also result in a charge to have the Premises tested with an ultra violet ray for urine damage and have the Premises sprayed for fleas. These expenses must be paid at the time the expense is incurred. If penalty fees are charged and not paid, **Tenant** hereby authorizes it to be deducted from any available deposit at the end of the lease term. Payment of a pet fee or additional deposit shall not limit damages assessable to **Tenant**. If permission for a pet is granted, it shall be evidenced by a Pet Agreement attached hereto. Permission is granted on a per pet basis. Each pet must be listed on the Pet Agreement in order to be considered an allowed pet.

MAXIMUM OCCUPANCY: The Premises shall be used as a residence by the undersigned **Tenant** with no more than the maximum occupancy for adults and children as noted above, and for no other purpose, without written consent of the Landlord. Occupancy by guests staying over fourteen (14) days will be considered in violation of this provision. A penalty of \$200 per additional person will be charged for a violation that is due and payable immediately. If penalty is not paid, **Tenant** hereby

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authorizes it to be deducted from any available deposit at the end of the lease term. If the Landlord gives permission to add a roommate to the Lease, a \$25 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** disputes 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** installs a telephone in their dwelling or changes their telephone number during occupancy, they will furnish the Landlord with the number within five calendar days. Any changes to such number must be updated with the Landlord within 3 calendar days. Failure to provide such number may result in a twenty-five dollar (\$25) fine.

SMOKING: This unit & building has been designated as nonsmoking. **No person shall be permitted to smoke in the unit, on the deck or within 30 feet from the building at any time.** Any violation of this rule will result in a 10-Day compliance notice, and/or a \$200 penalty fee at the discretion of the Landlord. The violation may also result in a charge to have the premises painted and deodorized to eliminate any smoking smell and / or residue. These expenses must be paid at the time the expense is incurred. If penalty fees are charged and not paid, **Tenant** hereby authorizes it to be deducted from any available deposit at the end of the lease term.

LIQUID FILLED FURNITURE: **Tenant** shall not keep any liquid filled furniture (such as waterbeds) in this unit without first obtaining Landlord's written permission.

RULES:

(1) **Tenant** agrees to comply with and conform to all rules and regulations governing the Apartment/home/Home and Premises, including those stated in the lease, all attached Addendums, or as amended, adopted or as posted Notices on the Premises. Neither the **Tenant** nor the **Tenant's** guest shall commit or permit anything to be done that will disturb or interfere with the rights, comforts, or convenience of other **Tenants**. **Tenant** must act and require all **Tenant's** guests in the Premises or surrounding areas to act in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace. **No loud or unnecessary noise is permitted at any time inside the residence, halls, entryways or areas immediately surrounding the building. All radios, TVs, stereos, musical instruments, and so forth are to be operated at a volume that will not disturb the neighbors or be heard outside the rental unit.** Violation of Premises rules as established by the Landlord or the on-site Manager shall constitute breach of this Lease Agreement.

(2) No storage of personal items or furnishings, including but not

limited to appliances, furniture, toys, old vehicles, or debris, may be left on the Premises, decks, and patios or in the yard. Deck storage is limited to planters and patio furniture. **Tenant** is also prohibited for storing any flammable items in unit, garage or storage areas. All storage of items in unit, garage or storage must be limited to normal household items. Propane gas grills are allowed. No other type of grill is permitted. No aerials, dishes, or antennas may be installed on or at the exterior or interiors of the building. These rules for occupancy can be modified during the Lease term provided the Landlord distributes a copy of the modified rules to each household thirty (30) days prior to the modified rules effective date.

HALLWAYS AND COMMON AREAS: If there are hallways or other common areas shared with other Tenants, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein.

SMOKE DETECTOR & FIRE ALARMS: **Tenant** acknowledges and Landlord certifies that the Premises 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. It is the **Tenant's** responsibility to maintain the smoke detector as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain the smoke detector can result in punishment including a fine of not more than \$200 pursuant to RCW43.44.110. **Tenant** also agrees not to disconnect any alarms that may sound when a fire alarm is triggered. Disconnecting any alarms will result in a fine of not more than \$200 plus the cost to correct the problem due to the disconnected alarm pursuant to RCW43.44.110. **Tenant** agrees to test the detector at least once per month. If a smoke detector is not working, after replacing a battery, or if the detector is not battery operated, **Tenant** 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.

The building DOES DOES NOT have a sprinkler system.

The building DOES DOES NOT have an alarm system.

The building DOES have a smoking policy (See Smoking Section of this Lease).

CONDITION AND USE: **Tenant** agrees to use reasonable diligence in the care and protection of the Premises. **Tenant** agrees to maintain the Premises in a clean and sanitary condition and free from any nuisance, rubbish, unkempt housekeeping, and infestation resulting from **Tenant's** actions or inaction. **Tenant** has thoroughly examined the condition of the Premises and surroundings as evidenced by the Condition Check-in List. By taking possession and completing and signing the "Cleaning, Damage and Performance Deposit Agreement," **Tenant** acknowledges having received the Premises and surroundings in clean condition and in good order and repair and that no other agreements have been expressed or implied,

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except those written in the Lease (including attachments). **Tenant** shall at his/her own expense, and at all times, maintain the Premises 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** accepts the Premises in its present condition as suitable for use as a private dwelling. **Tenant** shall not remove any furnishings from the Premises. No portion of the Premises or surrounding areas shall be put to any commercial use. The Premises will not be used for any unlawful purpose; and **Tenant** shall promptly fulfill and comply with the requirements of all governmental authorities pertaining to tenancy of the Premises.

REPAIRS AND MAINTENANCE: It is the responsibility of the **Tenant** to notify the Landlord immediately of any needed repair or unsafe condition existing around or in the Premises including but not limited to cracks in the foundation, cracks in plaster, moisture in walls and ceiling, buckling sheet rock or siding, or any leaks. If **Tenant** fails to immediately notify Landlord of visible problems, which result in damage to the unit, then **Tenant** becomes liable for cost of resultant damage. All repairs necessary to maintain premises shall be done by or under the direction of the Landlord, at the Landlord's expense, except those caused by negligence or acts of **Tenant**, **Tenant's** agents or invitees, which repairs shall be made at the sole cost of the **Tenant**. Such repairs shall be made to conform to the original condition of the Premises at the time the **Tenant** 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** and it applies during tenancy as well as at the end of tenancy. In addition, if a **Tenant** calls for maintenance for which no such maintenance is needed (false call), **Tenant** will be charged for the service call. Any repairs, including labor, material and parts used, which are the responsibility of the **Tenant**, 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**, where the defective condition complained of was caused by the **Tenant**, **Tenant's** family, invitee, licensee, or other person acting under the control or direction of the **Tenant**, or where the **Tenant** unreasonably fails to notify the Landlord of the condition or allow the Landlord access to the Premises for purposes of the repair. Before exercising any of the remedies in accordance with the Landlord-Tenant Act, **Tenant** must be current in rent. **Tenant** shall be responsible for all broken glass. **Tenant** shall not paint, re-wallpaper or otherwise redecorate or make alterations to the Premises without the written consent of the Landlord. If written consent is given, such alterations shall be at the expense of the **Tenant** and shall become part of the premises and the Owner's property upon termination of this lease and tenancy. **Tenant** 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 Premises. In case the Premises or surrounding areas shall be damaged by fire, rain, wind, or other cause

beyond the control of the Landlord or the **Tenant**, then the Premises 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 Premises unfit for human habitation, the rent shall cease until such time as the Premises 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**, or someone in or on the Premises by reason of **Tenant's** permission or consent, there shall be no reduction of rent and **Tenant** shall be liable for all costs of repair. Should Landlord notify **Tenant** of intent to clean, replace carpets or paint the Premises, moving furniture and wall hangings shall be the duty and expense of the **Tenant**. **Tenant understands there will be no rent reductions, adjustments or other compensation due to repairs or interruptions of service except as provided by law.**

INDEMNIFICATION AND INSURANCE: Landlord shall not be held liable for any damage or injury to **Tenant**, or any other person, or to any personal property in the Apartment/home, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Landlord, his/her agents or damages for which Landlord is legally responsible. The **Tenant** shall immediately notify the Landlord, in writing, of any dangerous conditions associated with the Premises. **Landlord strongly recommends that the Tenant obtain "Renter's Insurance" covering Tenant'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 agrees and acknowledges that Landlord shall not provide and shall have no duty to provide any security services to Tenant or Tenant's guests. Tenant shall rely solely on the public police force for security protection.**

SEVERE COLD WEATHER PRECAUTIONS: **Tenant** 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. In the event that water pipes are frozen by reason of neglect of **Tenant**, **Tenant** shall promptly repair at **Tenant's** expense all damage caused.

EXCESS MOISTURE AND MOLD: It is the **Tenant's** responsibility to properly ventilate the premises to prevent excess moisture and the growth of mold. **Tenant** 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

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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. **Tenant** acknowledges receiving the pamphlet from the Washington 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.

EARLY POSSESSION: In the event the **Tenant** takes 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. 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 premises 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** shall not be liable for any rent until possession is delivered. **Tenant** may terminate the Agreement if possession is not delivered within three (3) days of the commencement of the term.

ENTRY, INSPECTION AND SIGNS: **Tenant** shall not withhold consent to the Landlord to enter the residence in order to inspect the residence, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or show the residence or any part of the Premises to prospective or actual purchasers, mortgagees, **Tenants**, workmen, 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** gives express permission or if there is an emergency, no advance notice is required. **Tenant** shall also allow Landlord to place a "For Rent" sign or banner in the unit or on the deck of the unit during times in which either the **Tenant's** unit or a unit in the building is available for rent. **Tenant** will be fined for removing a banner / sign or fined the cost to replace the banner / sign if removed and lost by the **Tenant**. **Tenant** also agrees Landlord may begin showing the unit to prospective **Tenants** as early as 90 to 150 days prior to the lease expiration.

ABANDONMENT: Abandonment shall exist when **Tenant** clearly indicates by words or actions, the vacating of the Premises and with the intention not to resume tenancy. In event of abandonment, the Landlord may immediately enter the Premises and take possession of **Tenant's** remaining personal property and remove it to a reasonably secure place at **Tenant's** expense in accordance

with Washington State Landlord-Tenant Act. Abandonment shall not sever **Tenant's** liability for rent. **Tenant** will be charged for costs incurred by the Landlord to re-rent the Premises and for other costs as provided by law. **Tenant** 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 legal counsel is engaged to enforce or interpret any of the terms or provisions of this Agreement, or litigation is instituted to enforce any terms or provisions of this Agreement, including but not limited to unlawful detainer proceedings or even a small claims matter, the prevailing party shall be entitled to any award of reasonable attorney's fees and costs, process service fees, and reasonable collection/administrative fees. 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 Apartment/home. 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** 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** acknowledges being provided a Real Estate Agency Disclosure Brochure, "The Law of Real Estate Agency", by the licensed agent who represents Access Real Estate Services, and / or the Owner(s) of the property.

LEAD-BASED PAINT: Warning Statement - Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. It is noted above if the property includes housing that was built before 1978. If the housing was built before 1978, Landlord has no knowledge of lead-based paint or lead-based paint hazards in the dwelling and Landlord has no reports or records pertaining to lead-based paint and / or lead-based paint hazards in the dwelling. If the dwelling was built before 1978, **Tenant** acknowledges receiving the pamphlet entitled "Protect Your Family From Lead in Your Home".

TENANT INITIALS _____

OWNERSHIP: This 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.

ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement between the parties and may only be modified in writing and signed by both parties. 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**, including any arising during any extension, renewal or hold over periods. All persons signing as **Tenant**, including that **Tenant's** Guarantors, are collectively referred to as **Tenant**. Service of any notice or demand upon one of the **Tenants** shall constitute notice to all others listed as **Tenants** and all other occupants at the residence. Notices of breach of this Agreement issued by Landlord shall not release **Tenant** 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. 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 Apartment/home is situated and other applicable law. Each individual executing this lease on behalf of **Tenant**, acknowledges receipt of a copy of said Lease and its attachments, and hereby guarantees payment and performance of all obligations of **Tenant** 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 instrument. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

Tenant _____
Date

Landlord _____
Date
Access Real Estate Services
as Owner's Agent

TENANT INITIALS _____