## Windermere Property Management



541 W. Bakerview Road • Bellingham, WA 98226 (360) 733-7944

# 1. Residency and Financials

#### 1.1 PROPERTY/TENANT INFORMATION

AGREEMENT DATE:<<Lease Signed Date>>

TENANT(S):<<Tenants (Financially Responsible)>>

PREMISES:<<Unit Address>>

LEASE START DATE:<<Lease Start Date>>

LEASE END DATE:<<Lease End Date>>

LENGTH OF TERM:<<Lease Term (Months)>>

THIS IS AN INITIAL RENEWAL AGREEMENT

PERMITTED VEHICLES:<< Vehicle Information>>

ASSIGNED PARKING: Owner explans knowledge of lease-base

MONTHLY RENT:<<Monthly Rent>>

#### 1.2 MOVE-IN FUNDS

#### \*\*\*ALL MOVE-IN PAYMENTS MUST BE IN CERTIFIED FUNDS\*\*\*

SECURITY DEPOSIT:<<Security Deposit Charges>>

ADMIN MOVE-IN FEE: \$100.00

PET DEPOSIT IF APPLICABLE: << Pet Information>>

Description of rent special

PET FEE IF APPLICABLE: (Non-Refundable)

Residents staying in unit

FIRST MONTHS RENT Total annual payment for attorney fees

TOTAL DUE AT MOVE IN: Leasing Fee

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 Windermere Property Management, the Owner's duly appointed Agent, hereinafter referred to as "Landlord", and the above named person(s), hereinafter referred to collectively as "Tenant".

#### **1.3 TERM**

TERM: The Landlord does hereby lease to the Tenant(s) and Tenant(s) 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.

#### 1.4 UTILITIES AND YARD MAINTENANCE

Tenant acknowledges reading and accepting the following responsibilities:

Tenant(s) shall pay for:

- Water/Sewer
- Electricity
- Internet/cable tv

#### Landlord shall pay for:

Garbage

#### Local Telephone Service/High Speed Internet

Centry link (877) 707-2957

Https://info.asgnetworks.com/chuckanutpropertymanagement

#### Electricity

Puget Sound Energy 888-225-5773

#### Water & Sewer

Water Systems Inc.

(615)627-1968 ext:130

(800)366-0206

Info@watersystems.com

Tenant acknowledges reading and accepting the following responsibilities:Tenant(s) shall pay for all charges related to hookup, connection, and deposit for providing utility service and be responsible for payment of the above named utility services.

All utilities must be transferred into Tenant(s) name within 48 hours of the move in date. If not transferred within 48 hours of the move in date, Tenant(s) will be charged \$75.00 the 1st day, and \$25.00 each day thereafter until all utilities are transferred into the name of the Tenant(s).

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Tenant(s) shall pay for all above listed utilities through the end of Lease date listed above or the end of tenancy whichever is longer. It is the responsibility of the Tenant to notify the related utility companies of both start-up and stop dates for service.

The Tenant(s) is responsible for keeping the yard/balcony/patio clean and accessible at all times.

#### 1.5 ATTACHMENTS

Tenant acknowledges reading and accepting all that apply:

Condition Check List: AVAILABLE:<<Move-in Date>> Access/Codes: AVAILABLE:<<Move-in Date>> Law of Real Estate Agency Disclosure Pet Agreement/Service Animal Agreement Mold Addendum

#### 1.6 APPLIANCE INVENTORY

Appliances included in this Residence (check if applicable)

Range/Oven Refrigerator Washer Dryer Dishwasher Microwaye Oven

#### 1.7 RENT PAYMENTS AND CHARGES

Rent is due the first day of each calendar month. All rent payments will be considered late on the 6th day of each month, regardless of weekends or holidays. Rent must be paid through Tenant(s) online portal by Electronic Funds, check, money order, or cashier's check. All

payments shall be mailed or delivered to Chuckanut Property Management at 2100 Iron St, Bellingham, WA 98225.

#### CASH PAYMENTS ARE NOT ACCEPTED

#### 1.8 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.

#### 1.9 CLEANING, DAMAGE, AND SECURITY DEPOSIT

The Deposit terms are governed by the Cleaning, Damage, and Security Deposit Agreement attached hereto and by reference made a part hereof.

#### 1.10 POSSESSION

A. In the event, the Tenant(s) 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.

B. 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(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.

By initialing below, you acknowledge and agree to the terms in Section 1.



## 2. Policies and Procedures

# 2.1 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, a late charge of 10% will be assessed if rent is not paid on the fifth (5th) day of the month. **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 responsibility of the Tenant(s). In the event, the Tenant tenders less than the 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(s) agrees to pay a \$55 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(s) agrees to pay a \$75 service charge for the preparation, processing, and issuance of 14-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 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, or are 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 \$75 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.

#### 2.2 NOTICES

Windermere Property Management, 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 541 Bakerview rd., Bellingham WA 98225 unless Landlord gives Tenant(s) 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(s) at the Premises. If Tenant is absent from the Premises, a notice to Tenant(s) shall be given by leaving a copy of the notice in a conspicuous place on the Premises.

#### 2.3 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(s) must 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(s) 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(s) 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(s) agrees to pay a fine of \$250 plus a daily rental rate of \$200 thereafter. Tenant(s) shall remain liable to Landlord for all damages, inconvenience, and expenses 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 will not be honored and no verbal waivers of notice to vacate requirements will be honored.

#### 2.4 KEYS AND LOCKOUTS

Access, once received by the Tenant(s), is the responsibility of the Tenant(s). Tenant(s) may never change locks, re-key, nor add locks without Landlord's written permission, except in an emergency such as nighttime. Landlord has the right to correct any unauthorized changes in keys, codes and locks at Tenant(s) expense.

If Tenant(s) is locked out of a unit during business hours, they must call the Pomeroy Court business number for entry. For after hour lockouts, please call the Windermere Emergency number. After hours lock out may result in a \$200 fee.

#### 2.5 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.

#### 2.6 ROOMMATE ASSIGNMENTS

Subletting is not permitted. Tenant(s) 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 \$150 to each incoming 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 \$200 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(s) understands the original deposit paid at the beginning of the Lease will remain with the unit.

#### 2.7 BREAKING YOUR LEASE

In order to replace you as the Tenant for the property, Windermere Property Management will advertise and show the property to qualified applicants. The fee for this service is half of one full month of rent. We will qualify the applicants and prepare the paperwork/new lease. In all cases the tenant remains responsible for rent, utility costs and advertising costs up to the time the new tenants pay a full security deposit and rent, and the lease takes effect. Your security deposit will be refunded, less move-out charges, non-refundable fees, and advertising costs 21 days from the new tenant's occupancy.

By initialing below, you acknowledge and agree to the terms in Section 2.



## 3. Responsibilities

#### 3.1 PARKING

No vehicle 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(s) 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 be in operable condition. If the 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(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.

Vehicles will be subject to a parking registration fee of \$100 per year, per vehicle. All parking violations will result in a \$100 fine.

#### 3.2 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 \$1000 penalty fee at the discretion of the Landlord. The violation may also result in a charge to have the Premises tested with an ultraviolet 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(s) 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 Tenants). 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.

#### 3.3 MAIMUM OCCUPANCY AND GUESTS

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(s) hereby 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 \$100 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) 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.

#### 3.4 TENANT CONTACT INFORMATION

A contact number (either landline 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 5 calendar days. Failure to provide such number may result in a \$25 fine.

#### 3.5 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 \$500 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(s) hereby authorizes it to be deducted from any available deposit at the end of the Lease term.

#### 3.6 LIQUID FILLED FURNITURE

Tenant shall not keep any liquid filled furniture (which includes, but is not limited to, waterbeds, inflatable hot tubs aquariums etc.) in this unit without first obtaining Landlord's written permission.

#### 3.7 RULES

A. Tenant agrees to comply with and conform to all rules and regulations governing the Apartment/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(s) 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.

**B.** 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(s) are also prohibited from 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.

### 3.8 HALLWAYS, BALCONIES AND COMMON AREAS

- 1. Do not use foil or other unsightly materials to cover the windows and do not display neon or flashing or political signs in the windows. Colored bulbs are not allowed in any exterior light fixtures.
- 2. Garments, rugs, greenery or any other items may not be hung from the windows, patios, balconies, common hallway areas or any other exterior area of the building.
- 3. Keep the common hallway areas which are a part of the apartment clean and uncluttered. Do not change the structure or appearance of any patio or balcony area. Do not use patios or balconies for storage purposes and do not fence in, wire in, or otherwise enclose the patios or balconies. Furniture made for outdoor use can be used at our discretion.
- 4. Do not distribute, post or hang any signs or notices in any portion of the community without our prior approval. Do not throw objects from patios, balconies or windows.
- 5. Welcome mats can be placed in front of doors, but rugs or carpet remnants are not permitted.
- 6. All bicycles must be kept in the designated bike storage areas at Pomeroy Court.
- 7. No hammocks are to be hung on the balconies.
- 8. Noise shall be kept to a minimum in hallways, exterior walkways and parking lot.

#### 3.9 SMOKE DETECTOR AND 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(s) 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(s) 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(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 elevators in case of fire.

The building DOES NOT have a sprinkler system. The building DOES NOT have a fire alarm system. The building DOES have a smoking policy (See Smoking Section).

#### 3.10 CONDITION AND USE

Tenant(s) 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(s) has thoroughly examined the condition of the Premises and surroundings as evidenced by the Condition Check-in List. Tenant(s) 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, except those written in the Lease (including attachments). Tenant(s) 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(s) accepts the Premises in its present condition as suitable for use as a private dwelling. Tenant(s) 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(s) shall promptly fulfill and comply with the requirements of all governmental authorities pertaining to tenancy of the Premises.

#### 3.11 REPAIRS AND MAINTENANCE

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 Premises including but not limited to cracks in the foundation, cracks in plaster, moisture in walls and ceiling, buckling sheetrock or siding, or any leaks. If Tenant(s) fails to immediately notify Landlord of visible problems, which result in damage to the unit, then Tenant(s) 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(s), Tenant's agents, or invitees, which repairs shall be made at the sole cost of the Tenant(s). Such repairs shall be made to conform to the original condition of the Premises 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), 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, Tenant's family, invitee, licensee, or other person acting under the control or direction of the Tenant(s), 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(s) must be current in rent. Tenant(s) shall be responsible for all broken glass. Tenant(s) 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(s) and shall become part of the Premises 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 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(s), or someone in or on the Premises by reason of Tenant'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 Premises, moving furniture and wall hangings shall be the duty and expense of the Tenant(s). Tenant(s) understands there will be no rent reductions, adjustments, or other compensation due to repairs or interruptions of service except as provided by law.

#### 3.12 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(s) obtain "Renter's Insurance" covering the 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(s) shall rely solely on the public police force for security protection.

#### 3.13 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 the residence. Proper precautions also include letting bath and kitchen faucets drip slightly when temperatures drop below freezing. In the event that water pipes are frozen by reason of neglect of Tenant(s), Tenant(s) shall promptly repair at Tenant's expense all damage caused.

#### 3.14 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(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 that 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 "A Brief Review of Mold, Moisture and Your Home." which includes information regarding the health effects of mold, steps to take to avoid mold growth, and how to clean up mold.

#### 3.15 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(s) gives express permission or if there is an emergency, no advance notice is required. Tenant(s) 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(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. Tenant(s) also agrees Landlord may begin showing the unit to prospective Tenants as early as 90 to 150 days prior to the Lease expiration.

#### 3.16 ENTRY FOR REPAIRS

If a scheduled appointment has been set up between Tenants and Repairman, or Landlord has given 48-hour notice that Repairman is entering the Premises to do repairs, and Tenants do not allow Repairman to enter to do repair, there will be a \$40 fee paid by the Tenants for the service call of Repairman.

#### 3.17 PEST CONTROL

Tenants understand they are responsible for removing pests/rodents from the Premises unless they report an infestation at the start of tenancy, as stated in RCW 59.18.060 "(4) Provide a reasonable program for the control of infestation by insects, rodents, and other pests at the initiation of the tenancy and, except in the case of a single-family residence, control infestation during tenancy except where such infestation is caused by the tenant".

#### 3.18 FIREPLACE

All items must be kept away at least two feet from around the front surface of the fireplace "if one is installed". The front surface of the fireplace will get hot and the Tenant should not touch the surface and will use the fireplace responsibly. Owner and Property Manager are not liable for any damage or injury resulting from the fireplace.

#### 3.19 CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a Lease of the dwelling unit identified in the Lease, the Owner and Tenant(s) agree as follows:

- 1. Tenant(s), any members of the Tenant(s) household or a guest or other person under the Tenant(s) control shall not engage in criminal activity, including drug-related criminal activity, on or near the said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]). It also includes the consumption of drugs, including marijuana, and further including the growing of marijuana, even licensed medical marijuana.
- 2. Tenant(s), any member of the Tenant(s) household or a guest or other person under the Tenant(s) control shall not engage in any act intended to facilitate criminal activity, including, but not limited to drug-related criminal activity, on or near the said Premises. Again, this includes the smoking and or growing of marijuana, even licensed medical marijuana.
- 3. Tenant(s) or members of the household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Again, this includes smoking or growing marijuana, even licensed medical marijuana.
- 4. Tenant(s), any member of the Tenant(s) household or a guest or another person under the Tenant(s) control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the dwelling unit Premises or otherwise. Again, this includes the smoking and or growing of marijuana, even licensed medical marijuana.
- 5. Tenant(s), any member of the Tenant(s) household or a guest or another person under the Tenant(s) control shall not engage in and or facilitate any illegal activity, including but not limited to the following: prostitution, criminal street gang activity, threatening or intimidating assault, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit Premises, or any breach of the Lease agreement that otherwise jeopardizes the health, safety, and welfare of the Landlord, his agent or another Tenant, or involving imminent or actual serious property damage.
- 6. Violation of the above provisions or any other criminal activity shall be a material and irreparable violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable breach of your Lease. It is understood and agreed that a single violation shall be good cause for immediate termination of the Lease by the Landord. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence in the sole discretion of the Landord.
- 7. In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of the addendum shall govern.
- 8. This Lease Addendum is incorporated into the Lease executed or renewed this day between Owner and Resident.

### 3.20 EXCESSIVE GARBAGE

If during tenancy, excessive or improperly broken down garbage, boxes, or furniture is thrown into dumpster, the Tenant will be charged up to \$150 per item. No furniture is allowed to be thrown into dumpster. Excessive garbage, such as at move-out and move-in time and during the holiday season, must be hauled away by the Tenant at their own expense.

By initialing below, you acknowledge and agree to the terms in Section 3.

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## 4. General Clauses

#### 4.1 ABANDONMENT

Abandonment shall exist when Tenant(s) 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 the Washington State Landlord-Tenant Act. Abandonment shall not sever Tenant(s) liability for rent. Tenant(s) will be charged for costs incurred by the Landlord to re-rent the Premises 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.

#### 4.2 ATTORNEY'S FEES

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.

#### 4.3 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) acknowledges being provided a Real Estate Agency Disclosure Brochure, "The Law of Real Estate Agency", by the licensed agent who represents Windermere Property Management, and/or the Owner(s) of the property.

#### 4.4 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.

### 4.5 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(s), 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(s). 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(s) from liability for the full performance of obligation hereunder.

#### 4.6 BINDING AGREEMENT

This is a binding legal agreement. Please take the time to read and understand it's 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(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 instrument. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

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## 5. Cleaning, Damage, and Security Deposit Agreement

#### 5.1 PROPERTY INFORMATION

Property Address:

<<Unit Address>>

<<Lease Start Date>>

<<Lease End Date>>

Receipt of <<Security Deposit Charges>> is hereby acknowledged as a Cleaning, Damage, and Security Deposit that is subject to the following terms and conditions.

Security Deposit received by Windermere Property Management having provided the checklist required by RCW 59.18.260 to The Tenant at the commencement of the tenancy which has been signed by The Landlord and The Tenant.

#### 5.2 RETURNING KEYS AND POSSESSION

Until the keys are physically delivered to the Windermere Property Management office, Tenant(s) are obligated to pay rent for possession of the unit. 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 Windermere Property Management. This applies even if Tenant(s) has paid for rental days remaining. All keys should be turned in at the same time. If all keys are recorded as turned in (even by just one roommate), tenancy has ended for all roommates, unless prearranged otherwise in writing with Windermere Property Management. Personal property found on the Premises after this time will be dealt with as per State Law, and appropriate charges will be withheld from the Deposit. We consider early move out and key return as Tenant(s) choice and convenience. Once keys are returned, paid rent balances are forfeited unless a new Tenant(s) also pays rent for the same time period. In that case, appropriate refunds will be issued. If Tenant(s) fail to return all keys issued a minimum charge of \$200 will be deducted from the Deposit to change the locks. Garage door openers, if available and if issued, must be returned at the same time as keys to the unit.

#### 5.3 SECURITY

If Tenant(s) remains in possession of Premises after date of intention to vacate as stated on the written notice or after the expiration date of the Lease, Tenant agrees to pay a fine plus a daily rent as stated in the "Notice to Vacate" Section of Lease. Tenant(s) shall remain liable to Landlord and to any new Tenant for all inconvenience and expense 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, or administration charges shall be charged against the Deposit. In the event the current owner(s) of your unit sell the property, your deposit will be transferred to the new Owner minus any outstanding charges to the account.

#### 5.4 CLEANING

Any cleaning that is required after the unit is vacated will be billed at \$75 per hour.

#### 5.5 DAMAGE

A charge will be made for the cost of restoring the rental unit to its present condition for any damage incurred during this tenancy, normal wear and tear expected. If the unit is 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.

#### 5.6 MAINTENANCE

- 1. Tenant(s) will be charged the cost of a repair person's service call at a minimum rate of \$100 per hour (minimum one hour), plus materials for any of the following items, but not limited to, that need servicing after the unit is vacant:
- 2. Smoke/CO detectors and batteries (items must be in good operating condition and in place).
- 3. Light fixtures fixtures must contain operational bulbs of the proper size and type.
- 4. TV Cable & couplers and phone lines & couplers (items must be undamaged and operational).
- 5. Damage to walls, appliances, blinds, etc.
- 6. TV mount/bracket damage will incur a \$500 charge per mount.
- 7. During your tenancy and upon vacating, disposal of excess garbage is the Tenant's responsibility. Excess garbage is defined as garbage exceeding the weekly/biweekly limit and large items such as furniture or large boxes.

#### 5.7 ROOMMATE PARTNERSHIPS

When entering into a roommate tenancy, each roommate is equally responsible for his/her own actions, as well as the actions of the other roommates, visitors, and guests. Windermere Property Management does not mediate disputes between roommates. After the Lease term expires, if one or more remaining Tenants renew the Lease, the Deposit will remain with the unit. It is up to the remaining and outgoing Tenants to resolve any Deposit issues. Likewise, if for any reason, the Landlord is required to refund a portion of the Deposit to any outgoing Tenants yet some Tenants still remain, the remaining Tenants have (30) thirty days to replenish the Deposit back to its original amount. If this replenishment is not done within (30) thirty days, Tenants are considered in violation of their Lease and will be issued a Pay or Vacate Notice.

#### 5.8 GARBAGE

Garbage service is limited to what is stated in 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 or trash service provider. Any debris or discarded items on or about the Premises will be removed at the Tenant(s) own expense. Excessive garbage, such as at move-out and move-in time and during the holiday season, must be hauled away by the Tenant at their own expense. Charges caused by non-compliance with this rule, including billing and administrative fees, may be held against the Deposit. At move out time, Tenant(s) is responsible for moving garbage to the dumpster or waste disposal site. Failure to do so will result in charges. We highly recommend recycling. It saves money and benefits our environment. Failure to comply will result in a fine as stated in the Lease Agreement for noncompliance.

#### 5.9 GENERAL MAINTENANCE

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

Additional Information regarding your Deposit:

- 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).
- 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 them 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.
- No decals may be placed on appliances, furniture, windows, doors, and so forth. Tenant(s) Deposit will be charged the cost to remove such items upon vacating the Premises.
- Tenant(s) should not leave any water running. Tenant(s) is requested to report any leaky faucets, running toilets, etc., otherwise, the
  Tenant(s) will be required to pay for the resulting damage.
- Pianos 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).
- Nails, screws, and decorative hooks are to be kept at a reasonable minimum. They must be removed prior to vacating and all holes must be patched in an acceptable manner. The walls or interior surfaces may not be excessively marked or marred. Tenant(s) may not paint any walls or interior surfaces without the written consent of the Landlord. Scotch tape or double-faced tape shall not be used to hang pictures or posters since these items create excessive marks on the walls.
- Landlord warrants that a unit'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, sanitary napkins, 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.
- Tenant(s) responsible for any windows that become cracked or broken in the unit during occupancy.
- Tenant(s) responsible for any damage to doors, or doorframes (exterior or interior) during occupancy.

## 5.10 OTHER FEES/CHARGES

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

#### 5.11 DAMAGE TO FLOORING

If it is determined flooring has 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 flooring. The cost will be determined as the remaining depreciated value of the flooring.

#### 5.12 PAINTING

Tenant(s) will be charged to repaint the unit if walls and ceiling have excessive smoke, soot due to candles/incense, dirt, hole damage, scuffs, etc. and any/or all damage not recorded on the Condition Check List Form and not returned within five (5) days to the Landlord's office.

#### 5.13 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.

#### 5.14 REFUNDS

The Landlord agrees to refund any money due to the Tenant(s), subject to the above-mentioned terms, to the last known address in accordance with RCW 59.18, twenty-one (21) days after termination, together with a statement for any funds withheld. Last known address shall be the Premises unless otherwise directed in writing by the Tenant(s). Deposits will be refunded to all Tenants 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 unless otherwise directed in writing by all Tenants.

Any changes to the original check cut for the return of the Security Deposit there will be a \$100 reissuing fee for a new check.

#### 5.15 RENT

If Tenant(s) vacate the rental unit before the Lease or rental agreement has ended, Tenant(s) shall remain responsible for the entire rent of the unit until it is fully re-rented or until the end of the Lease, whichever comes first.

#### 5.16 DEPOSITS

The funds paid as this Deposit by the Tenant(s) may not be used as a credit towards rent. The funds are paid to the Landlord for the purposes herein contained and for no other reason. The Deposit remains intact until the unit is fully vacated. The Deposit is held at Banner Bank located at 1600 Cornwall Ave., Bellingham, WA 98225.

#### 5.17 PET DEPOSIT

Pets are not permitted except with a written Pet Agreement and a pet deposit/pet fee. Pet charges for pet occupancy are not part of this Deposit as defined herein.

By initialing below, you acknowledge and agree to the terms in Section 5.



## 6. Mold Agreement

#### 6.1 ADDENDUM

This is an addendum to the Lease Agreement executed by you, the Tenant(s), on the dwelling you have agreed to rent.

Please note: it is our goal to maintain a quality living environment for our Tenants. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you and responsibilities for both you and us.

#### 6.2 ABOUT MOLD

Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. Molds are

naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds, we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

#### 6.3 PREVENTING MOLD

Preventing mold begins with you. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean particularly the kitchen, the bathroom(s), carpets, and floors. Regular vacuuming, mopping, and using a
  household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
  Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors.

Experts recommend that after taking a shower or bath, you should:

- 1. Wipe moisture off the shower walls, shower doors, the bathtub, and the bathroom floor.
- 2. Leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated.
- 3. Hang up your towels and bath mats so they will completely dry out.
  - Promptly notify us in writing about any air conditioning or heating problems you discover. Follow our rules, if any, regarding
    replacement of air filters, Also, it is recommended that you periodically open windows and doors on days when the outdoor weather
    is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
  - Promptly notify us in writing about any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law
    and the Lease Contract to repair or remedy the situation, as necessary.

#### 6.4 AVOIDING MOLD

In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as: Rainwater leaking from roofs, windows, doors, and outside walls, as well as floodwaters rising above floor level; Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up NC condensation lines; Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs, or sinks; Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking; Leaks from clothes dryer discharge vents (which can put lots of moisture into the air), and Insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

#### 6.5 TREATING MOLD

If SMALL areas of mold have already occurred on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood, or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol® Disinfectant, Pine-Sol® Disinfectant (original pine-scented), Tilex® Mildew Remover or Clorox® Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex® and Clorox® contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items, such as fibers in sofas, chairs, drapes, and carpets provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

#### 6.6 AVOID TREATING

Do NOT clean or apply biocides to: (1) visible mold on porous surfaces, such as sheetrock walls, ceilings; or (2) large areas of visible mold on non-porous surfaces, Instead, notify us in writing, and we will take appropriate action.

#### 6.7 COMPLIANCE

Complying with this addendum will help prevent mold growth in your dwelling, and we will all be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

By signing below, Tenant(s) acknowledges receipt of a copy of the Washington State Department of Health "A Brief Guide to Mold, Moisture, and Your Home" upon move-in; and acknowledges and agrees to the terms of this Addendum.

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# 7. Sign and Accept

### 7.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept the lease agreement and addenda. You will receive a contract for your records once fully executed in your online tenant portal documents section.

Χ		
Lessee		
Date Signed		
X		
Lessor		
Date Signed		