



COMMUNITY ASSOCIATION

Home Owner to Complete Upon Rental &  
Submit to MCCA

### TENANT INFORMATION

This form may be mailed, emailed (info@mcca.info), or  
delivered to the MCCA Office (15524 Country Club Dr, Mill  
Creek, WA  
98012).

**For MCCA Office Use Only:**

Lease Date From: To:

<b>Owner Information</b>	
Owner Name(s) <b>HayLee</b>	
Mailing Address <b>9302 Apple tree parkway yakima wa 98903</b>	
Division/Lot#	Phone <b>425-246-1850</b>
Owners Email <b>Hylee526@gmail.com</b>	
Has the tenant been informed about the Restrictive Covenants? <b>YES</b> <b>NO</b>	
<b>Tenant Information</b>	
Name(s) <b>Kelsey Carvajal, Jacob Costello</b>	
Home Address <b>1803 163rd St SE Mill Creek, WA, 98012</b>	
Home	Cell <b>682-367-4929, 817-583-5519</b>
Email <b>kelseycarvajal40@gmail.com, jacob.costello03@gmail.com</b>	
Vehicle Make/Model <b>2009 Toyota Prius</b>	License no. <b>WA BZZ 5358</b>
Vehicle Make/Model <b>2007 Honda Accord</b>	License no. <b>TX MDW 3888</b>

<b>Tenant Information</b>	
Name(s) <b>Nelson Carvajal, Carmelita Carvajal</b>	
Home Address <b>1803 163rd St SE Mill Creek, WA, 98012</b>	
Home	Cell <b>817-226-6578, 682-667-9981</b>
Email <b>nelson.carvajal018@gmail.com, carmelita40.cc@gmail.com</b>	
Vehicle Make/Model <b>2020 Mazda 3</b>	License no. <b>TX MYG 9016</b>
Vehicle Make/Model	License no.

If any additional tenants, please provide above information on separate piece of paper.

- Mill Creek Community Association Declaration of Restrictive Covenants apply to all homes.
- Should your tenants change, please notify MCCA immediately.
- The owner is responsible for maintenance of their property and compliance with all the Declaration of Restrictive Covenants.

The Declaration of Restrictive Covenants and all other MCCA documents can be found on the MCCA website, [www.mcca.info](http://www.mcca.info).

Signature of Owner(s):

*Haylee*

Date:

**8-5-22**

Signature of Owner(s):

Date:



Dear Homeowner,

Below you will find the AMENDED AND RESTATED MILL CREEK DECLARATION OF RESTRICTIVE COVENANTS for the Mill Creek Community Association (MCCA). Please thoroughly read and complete the attached Tenant Information and return to the MCCA within 10 days. Please provide a copy of the restrictions to your Tenant.

**AMENDED AND RESTATED MILL CREEK  
DECLARATION OF RESTRICTIVE COVENANTS**

**7.9 Leases or Rentals.**

**7.9.1 Lease or Rental of Lots and Living Units – Limitation.** The lease or rental of any Lot or Living Unit is governed by this Declaration, including this Section, the Bylaws and any applicable Rules and Regulations. As used herein, the lease or rental of any Lot or Living Unit and all provisions of the Section apply to all tenancies of any duration, all tenancies with an option to purchase, all tenancies with a first right of refusal, and all living arrangements in any way governed by the provision of RCW 59.18 – Washington Residential Landlord - Tenancy Act. The sublease or sub-rental of any portion of a Lot or Living Unit shall not be allowed, nor shall any Accessory Dwelling Unit (ADU) be allowed on the Property.

**7.9.2 Minimum Occupancy Requirement for Single Family Lots.** No Owner of a Single Family Lot shall be allowed to lease or rent a home unless he/she/they (or a Related Party) have resided in the Living Unit for at least twelve (12) months prior to the leasing or renting of the home.

**7.9.3 Lease and Rental Agreement Requirements.** Any lease or rental agreement must be in writing and provide that its terms shall be subject in all respects to the provision of this Declaration, the Bylaws and the Rules and Regulations of the Association and that any failure by the Tenant to comply with the terms of such Governing Documents shall be a default under the lease or rental agreement. If any lease or rental agreement under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease or rental agreement and binding upon the Owner and Tenant by reason of their being stated in this Declaration.

**7.9.4 Lease or Rental Only of the Entire Lot or Living Unit.** No person shall be permitted to lease or rent less than the entire Lot or Living Unit or otherwise permit a Lot or Living Unit to be used as a boarding house, an Airbnb or similar short-term rental, a motel, and/or for short-term transient purposes.



7.9.5 Minimum and Maximum Lease Terms Required for Single Family Lots. Every Single Family Lot Lease Agreement shall be for a fixed term of not less than six (6) months and not more than twelve (12) months. Owners may continue to lease to the same tenant on a month-to-month basis at the expiration of an initial lease, or may enter into another lease not to exceed twelve (12) months. No Owner or Tenant shall cause or allow the overnight accommodation of employees or business invitees in any Unit on a temporary or transient basis.

7.9.6 Occupancy by Persons Living with the Owner. Occupancy of a Single Family Lot by a person who is not an Owner (e.g. domestic partner, family member, roommate, care provider) shall not be considered a lease or rental of a Living Unit governed by this Section, provided that the Living Unit is also occupied by the Owner and the intended usage is not for boarding house or Airbnb and similar short-term rental purposes. The occupant(s) shall be subject in all other applicable respects to the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association.

7.9.7 Occupancy by a Related Party Without the Owner. A Living Unit occupied by a Related Party of the Owner, where the owner does not reside with the occupant, shall not be considered to be leased or rented provided that the Living Unit is not used for boarding house or Airbnb and similar short-term rental purposes, and the occupant(s) shall be subject in all other applicable respects to the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association.

7.9.8 Obligations of the Owner Who Rents. Prior to signing any lease or rental agreement, it shall be the responsibility of the Owner to deliver to the Tenant a copy of all MCCA Rules and Regulations of the Association. If it is determined that the Owner has failed to provide copies of such documents to the Tenant, the Association may furnish a copy of the documents to the Tenant and charge the Owner a reasonable fee which will be collectible as a Special Assessment against the Lot or Living Unit and its Owner. It is also necessary for the Owner of any Single Family Lot to notify the Association office within ten (10) calendar days of any new Tenant(s) and to provide all requested information including, but not limited to, a copy of the Lease or Rental Agreement.

7.9.9 Obligations of Tenant. Tenants are required to comply with the Rules, Regulations, and Restrictive Covenants of the Association. If for any reason the Tenant fails to do so, it is the responsibility of the Owner to correct the situation. This includes, but is not limited to, regular yard maintenance, upkeep of the Living Unit, removal of any clutter surrounding the premises, proper conduct and respect for neighbors, removal of trash totes on time, and adherence to local noise restrictions. Owners may be fined, and enforcement action taken against them, for the conduct of their Tenants.

7.9.10 Existing Leases and Rentals. The Owner of any Single Family Lot that is leased or rented as of the effective date of this Declaration shall forward to the Board of Directors relevant Tenant information on a form supplied by the Association within thirty (30) days of request.



7.9.11 Hardship Exception. The Board of Directors shall have the right, in the exercise of discretion, to permit exceptions to the leasing and rental limitations where the Board of Directors determines that a variance would not detrimentally affect other Owners.

7.9.12 Rules and Regulations. The Board of Directors may adopt Rules and Regulations in furtherance of the administration of this Section, which Rules and Regulations shall be effective upon distribution to the Association and its members.

7.10 Residential Use. The Lots and Living Units shall be used for and restricted to use as single family residences only, on an Ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use not inconsistent with the provisions of this Declaration, nor with applicable zoning, and for the purposes of operating the Association and managing the Community if required. The foregoing restrictions as to residence shall not, however, be construed in such a manner as to prohibit an Owner or resident from maintaining their personal professional library therein; keeping their personal business and professional records or accounts therein; or handling their personal business or professional telephone calls or correspondence therefrom. Use of a Property for hotel or transient purposes is not consistent with single family residential use. Use of a property for short term guests, such as through services like Airbnb, are prohibited, even if the Property is concurrently occupied by the Owner. No Accessory Dwelling Units (ADU) shall be permitted on any Single Family Lot.

## LEASE EXTENSION ADDENDUM

Resident(s): Carmelita Carvajal, Kelsey Carvajal, Jacob Costello, Nelson Carvajal

Address: 1803 163rd St SE Mill Creek Washington 98012

Landlord: Hay Lee,

**THIS LEASE EXTENSION ADDENDUM (the “Addendum”)** was made and entered by and between the above

Resident(s) and Hay Lee, hereinafter referred to as “Landlord”; and

**WHEREAS**, the Landlord and Resident fully intend to be bound by this Addendum;  
and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Landlord and Resident agrees as follows:

1. The termination date of the Lease Agreement dated 8/1/2021 (the “Lease”) shall be extended for an additional **12** month(s) basis upon the same terms and conditions as contained in the Lease except for the provisions contained in this Addendum. The new termination date shall be **July 31, 2023**.

2. The rental amount for the period beginning **August 01, 2022** until the termination date stated in paragraph 1 hereinabove shall be **\$3,100.00** per month. This does not constitute the total monthly Rent which shall be further defined below.

3. The Rent as defined under Item 8 of the Basic Provisions of the Lease shall be **\$3,107.00** inclusive of the **\$7.00** monthly Processing Fee, effective upon the commencement of the renewal period of the Lease. If applicable, the rental amount includes any applied rent credit as stated in the Lease.

<u>Period of Term</u>	<u>% Increase</u>	<u>Monthly Rate</u>	<u>Processing Fee</u>	<u>Rent</u>	<u>Total Rent</u>
August 01, 2022 - July 31, 2023	N/A	\$3,100.00	\$7.00	\$3,107.00	\$37,284.00
-					
-					
-					
-					
-					
August 01, 2023 - and after (Holdover)	20%	\$3,720.00	\$7.00	\$3,727.00	

4. The Holdover Rent as defined under Item 12 of the Basic Provisions of the Lease shall be **\$3,720.00**, effective upon the commencement of the renewal period of the Lease.

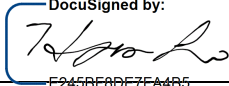
5. The Lease Buyout Fee as defined under Item 50 of the Standard Provisions of the Lease shall be **\$6,200.00**, effective upon the commencement of the renewal period of the Lease.

6. The following additional terms are hereby incorporated and effective upon the commencement of the renewal period of the Lease:

- **Tenant must provide proof of current renters insurance in the amount of \$100,000**
- **No smoking in or around the property and no unauthorized pets.**
- **All deposits shall carry over.**
- **Tenants agrees to pay a \$100 lease renewal fee.**
- **All maintenance repair requests must be made by one of the following: calling 844-793-4948 or submitted through your tenant portal.**

All other terms as stated in the original lease remain in effect.

**Landlord**

Sign:  E245BF8DE7FA4B5...

Name: Hay Lee

Date: 2022년7월22일

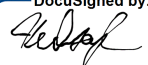
**TENANT**

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Sign:   
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Name: Carmelita Carvajal

Date: July 23, 2022

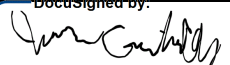
**TENANT**

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Sign:   
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Name: Kelsey Carvajal

Date: July 27, 2022

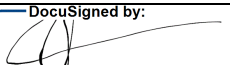
**TENANT**

DocuSigned by:  
Sign:   
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Name: Jacob Costello

Date: July 27, 2022

**TENANT**

DocuSigned by:  
Sign:   
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Name: Nelson Carvajal

Date: July 27, 2022





## **Residential Lease Agreement**

This Residential Lease Agreement (this “Lease”) is made as of **June 24, 2021** by and between the Landlord described in *Item 1* of the Basic Provisions and the Tenant described in *Item 2* of the Basic Provisions. If more than one individual signs this Lease as Tenant, each is jointly and severally responsible for all money due to Landlord under this Lease. Landlord and Tenant may each be referred to individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

WHEREAS, Landlord is the fee owner of the Premises described in *Item 3* of the Basic Provisions;

WHEREAS, Landlord has engaged Renters Warehouse, described in *Item 4* of the Basic Provisions, to serve as Landlord’s designated property management company during the term of this Lease;

WHEREAS, Landlord and Tenant mutually desire for Tenant to lease the Premises upon the terms and conditions contained herein; and

NOW, THEREFORE, for, and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

### **Basic Provisions**

- 1. Landlord(s):** **Hay Lee**, (“Landlord”)
- 2. Tenant(s):** Carmelita Carvajal, Kelsey Carvajal, Jacob Costello (“Tenant”)
- 3. Premises:** That certain real property located at the following street address:  
**1803 163rd St SE Mill Creek Washington 98012**  
**(“Premises”).**
- 4. Renters Warehouse / Property Manager:** Renters Warehouse Washington, LLC  
a Minnesota limited liability company, d/b/a Renters Warehouse (referred to herein as “Renters Warehouse” or “Property Manager”).
- 5. Term:** **12** months, commencing on the Commencement Date and ending upon the Expiration Date (“Term”).
- 6. Commencement Date:** **August 01, 2021** (“Commencement Date”).
- 7. Expiration Date:** 12:00 p.m. on **July 31, 2022** (“Expiration Date”).
- 8. Rent:** **\$37,200.00** Total rent due for the Term and payable on the 1<sup>st</sup> day of each month in monthly installments, plus a

processing fee of **\$7.00**, in the following amounts per month (“Rent”):

<b><u>Period of Term</u></b>	<b><u>% Increase</u></b>	<b><u>Monthly Rate</u></b>	<b><u>Processing Fee</u></b>	<b><u>Rent</u></b>	<b><u>Total Rent</u></b>
August 01, 2021 - July 31, 2022	N/A	\$3,100.00	\$7.00	\$3,107.00	\$37,284.00
-					
-					
-					
-					
-					
August 01, 2022 - and after (Holdover)	20%	\$3,720.00	\$7.00	\$3,727.00	

**Prorated Rent Amount**

(“Prorated Rent Amount”). (see Section 3)

**9. Security Deposit:**

**\$3,100.00** (“Security Deposit”). (see Section 5)

Tenant’s Security Deposit is held at the following financial institution:

**343 Andover Park E Tukwila, WA 98188**

**10. Lease Administrative Fee:**

**\$150.00** (“Lease Administrative Fee”). (see Section 6).

**11. Permitted Use:**

The Premises shall be used and occupied by Tenant and Tenant’s immediate family, which shall be limited to the following occupants **none** (each an “Occupant” and collectively the “Occupants”). (see Section 9).

**12. Holdover Rent:**

\$3,720.00 per month (“Holdover Rent”). (see Section 26).

**13. Late Fee:**

**\$50.00** (“Late Fee”). (see Section 7).

**14. State:**

The “State” is the State of Washington (the State in which the Premises is located).

**15. Pets:**

The Landlord has approved the following Pets (describe number and kind of pet/pets, or if none, state “none”) none

Pet deposit amount \$0.00 (“Pet Deposit”).  
\$0.00 of the Pet Deposit is non-refundable (“Pet Retainer Fee”). The remaining \$0.00 of the Pet Deposit shall be an

additional security deposit (“Pet Security Deposit”). (see Section 8 for Tenant Initials).

**16. Addresses for Notices and Service of Process:**

To: RENTERS WAREHOUSE (Agent for service of process)

16300 Christensen Road Suite 211 Tukwila, WA 98188

24-HOUR EMERGENCY NUMBER: 844-793-4948

## Standard Provisions

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the Premises together with any and all appurtenances thereto, for the Term as described in *Items 5-7* of the Basic Provisions. (Please note: Lease agreements typically begin on the first of a month, and end on the last day of the month. Ex: Beginning term 12/1 and end term being 11/30.)
  
2. **RENT.** Tenant agrees to pay as Rent for the Premises the sum shown in *Item 8* of the Basic Provisions. The first month's rent payment shall be due upon execution of this Lease. All such payments shall be made to Landlord at Landlord's address as set forth in *Item 16* of the Basic Provisions of this Lease on or before the due date and without demand. Post-dated checks shall not be accepted. Neither Landlord nor Renters Warehouse shall be liable for any bank fees as a result of NSF checks, early deposit, or post or pre-dated checks. To the extent Landlord or Renters Warehouse incurs the same, such fees shall be reimbursed by Tenant upon demand. In the event partial rent payment is made or accepted at any time during or after the Term, this does not constitute acceptance of a lower Rent amount, but merely is credited as payment towards the full amount due. Full payment is required despite Landlord's acceptance of any partial payment. Acceptance of partial payment does not imply a waiver of Landlord's right to the balance of the Rent due and owing for such month(s). Acceptance of partial payment does not waive Landlord's right to bring or maintain an eviction action or to impose a Late Charge per Section 7 of this Lease; in fact, partial payment is deemed as late payment unless full payment is made by due date. Partial payment of rent made during the pendency of an eviction action and accepted by the Landlord before issuance of the order for the writ of restitution, may be applied to the balance due and does not waive the Landlord's action for possession based on non-payment of rent.
  
3. **PRO-RATED RENT.** In the event Tenant and Landlord agree to an earlier move-in date as contemplated under this Lease, Tenant agrees to pay and Landlord agrees to accept pro-rated Rent equal to the following:

Beginning Date:

End Date:

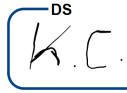
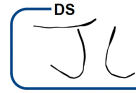
Pro-rated Rent Amount:

(i.e. Lease begins July 1, 2015, to June 30, 2016, but Tenant wants to move in June 16, 2015. Tenant would be obligated to pay pro-rated Rent from the period beginning on June 16, 2015 to June 30, 2015, as documented above in the "Beginning Date" and "End Date" blanks. If Rent is \$1,000.00/month, the pro-rated Rent amount in this example would be \$500.00.)

Tenant and Landlord further agree that all terms of the lease shall be in effect at the time the tenant takes possession of the premises, notwithstanding the commencement date of the lease.

**(Pro-rated rent policy:** While Rent may be pro-rated for less than a full month at beginning of tenancy, Tenant must pay first full month's Rent upon execution of this Lease and the pro-rated amount is due the first day of the second month of tenancy. Additionally, if pro-rated Rent begins on or after the 20th of the month, the full month's Rent is still due upon lease execution and the prorated amount is due at move-in.

**Tenant Initials:**

4. **METHOD OF RENT PAYMENT.** *(Strike through any methods which are not available)*

Tenant may use any of the approved payment methods indicated below to pay Rent to Landlord or to Renters Warehouse on behalf of Landlord as required under Section 2 of this Lease, however, if Tenant uses any of the paper payment methods mentioned in paragraphs b and c, Tenant will have to pay an additional \$10.00 fee each month, over and above the amount of rent due\*. Tenant may avoid this charge by using the Automated Payment method described in paragraph a below:

- a. Automatic Payment. Automatic payment is the preferred method of rent payment. To make arrangements for automatic payment, contact Renters Warehouse by phone at 844-793-4948, Option 2 or by email at [ACH@Renterswarehouse.com](mailto:ACH@Renterswarehouse.com) with Tenant's name, property address and email address. Renters Warehouse will then send an email to Tenant to activate the free tenant portal to make Rent payments. In the event a bank transfer is rejected for any reason, Tenant will be charged a Late Fee (as later defined herein). If payment is denied by the bank, an NSF fee of \$25.00 will be charged to Tenant. A surcharge will be applied to all payments made by Visa, Mastercard, American Express, and Discover credit card transactions.
- b. Payment by Mail\*. Tenant may mail Rent payments in the form of a cashier's check or money order. If Tenant's check is dishonored, Tenant shall be charged an NSF fee of \$25.00. Post-dated checks are not accepted. All cashiers checks and money order payments should be made payable to "Renters Warehouse" and mailed to the address described in *Item 16* of the Basic Provisions.
- c. Rent Drop Slot\*. Renters Warehouse has a rent payment drop slot for Rent payments made after business hours. The drop slot is located at the address described in *Item 16* of the Basic Provisions. The only Rent payments acceptable via the drop box are payment using a cashier's check or money order. Do not deposit cash in the lock box, as it will not be considered a valid rent payment. Tenants who wish to pay cash must go to the Renters Warehouse office during business hours. Tenant will be provided with a written receipt of cash payments and Rent will be posted to Tenant's account immediately. The rent payment drop slot is not checked on weekends or holidays.

**IN ADDITION TO THE NSF FEES, CIVIL PENALTIES MAY BE IMPOSED FOR NONPAYMENT.**

\*\$10 paper payment fee applies to ALL cash, cashier's check or money order payments.

Renters Warehouse does not accept personal or business checks as an approved method of rent payment. Payments made by un-approved methods may be rejected by Renters

Warehouse and a late fee assessed pursuant to Section 7 of this Lease. Renters Warehouse acceptance of a personal or business check as an approved payment method does not waive its right to reject un-approved payment methods in the future regardless of whether the Rent payment is made in a timely manner.

5. SECURITY DEPOSIT. See attached State Lease Rider.
6. ADDITIONAL FEES. Upon the execution of this Agreement, Tenant agrees to pay Landlord a non-refundable Lease Administrative Fee as described in *Item 10* of the Basic Provisions. Additionally, Tenant agrees to pay Landlord a monthly processing fee of \$7.00 as described in *Item 8* of the Basic Provisions. Upon the execution of a lease extension or renewal, Tenant agrees to pay an additional Administrative Fee of \$100.00.
7. LATE FEE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, the Late Fee, as described in *Item 13* of the Basic Provisions. Failure to impose or collect such Late Fee by Landlord shall not mean that Landlord has accepted payment as timely. Failure to impose or collect such Late Fee does not imply that Landlord or Renters Warehouse accepts late payments, nor does it change the date Rent is due hereunder. In the event any payments or fees are not paid when due, Tenant shall be subject to any and all available legal remedies, including but not limited to eviction, collection, and/or damages.
8. PETS. Tenant shall be entitled to keep no pets which have not been approved in advance by Landlord. The only pets which have been approved by Landlord are those such Pets as described in *Item 15* of the Basic Provisions. However, at such time as Tenant shall actually keep any such animal on the Premises, pets shall not use any driveway, hardscape, deck, patio, or other person's property as a bathroom. If Tenant's pet(s) excretes on any non-permitted area or location and Tenant fails to immediately clean up as necessary, a penalty of \$50 shall be immediately due and payable by Tenant. All animal waste must be picked up from Premises weekly to avoid damage to lawn, spreading of diseases, and/or unsanitary home. Failure to do so will result in a penalty of \$50 immediately due and payable by Tenant. Failure to pay will be considered a material breach of this Lease and Landlord may then elect to deny or further restrict Tenant's authority to maintain any pet on the Premises. Should Tenant choose to maintain a pet at the Premises, Tenant shall pay to Landlord the Pet Deposit, as described in *Item 15* of the Basic Provisions. Of this amount, the Pet Retainer Fee, as described in *Item 15* of the Basic Provisions shall be non-refundable and used by Landlord for the purposes of additional cleaning efforts and costs expended by Landlord in allowing the pet(s) to reside at the Premises and the remaining Pet Security Deposit, as defined in *Item 15* of the Basic Provisions shall be maintained as additional damage deposit, in the event pet-related damage has occurred or excessive cleaning is required. In such case, the remaining pet deposit and security deposit may be applied as allowed by applicable law.

**Tenant Initials:**

DS  
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DS  
K.C.

DS  
JL

9. USE OF PREMISES. The Premises shall be used in accordance with the Permitted Use described in *Item 11* of the Basic Provisions. Any named occupants under the age of 18, shall within 14 days of turning 18, notify Manager so a background check can be conducted in accordance with State law. Background check fees are the responsibility of the Tenant or Occupant. The Premises shall be used solely for residential purposes and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than residential purposes. Tenant shall not allow any other person, other than Occupants or Temporary Guests to use or occupy the Premises without first obtaining Landlord's written consent to such use. "Temporary Guests" are such individuals as Tenant may allow from time to time to stay with Tenant, which time shall not exceed more than 5 consecutive days/nights. Tenant shall bear responsibility for supervision of Temporary Guests, and shall not allow Temporary Guests to occupy the Premises for any 24-hour or longer period in which the Tenant is away from the Premises. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Premises.
10. CONDITION OF PREMISES. Tenant stipulates, represents, and warrants that Tenant has visually examined the Premises, and that it is, at the time of this Lease, in good order, repair, and in a safe, clean, and habitable condition. Furthermore, by signing this Lease, Tenant acknowledges and agrees that it has taken the Premises "As-Is" unless otherwise noted in this Lease. Tenant also agrees to the following:
- All drains, waste pipes, and plumbing are accepted as clear by Tenant at the time of occupancy, and any material blocking them after occupancy shall be repaired at Landlord's cost, unless determined by repair person that such blockage occurred during the time Tenant controlled the Premises and due to some fault or negligence of Tenant, specifically excluding blockages caused by roots or backups from the street.
11. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Any consent given by Landlord to such assignment, sublet, or license shall not be deemed to be a consent to any subsequent assignment, sublet, or license. Any assignment, sublet, or license without the prior written consent of Landlord shall be considered a material breach of this Lease and shall provide and entitle Landlord to pursue lease termination or other lawful remedy.
12. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the building(s) or improvements on the Premises, nor shall Tenant construct any building or make any alterations or improvements to the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease. This includes, but is not limited to, the

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installation of any fixtures on the Premises, including but not limited to satellite and/or cable services, which require bolting, drilling, and/or adhering equipment to the Premises or any part thereof. In the alternative, Landlord may choose to require Tenant to restore Premises to the condition they were in at time of Lease commencement, prior to lease termination.

13. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, Landlord and its agents shall have no liability under this Lease due to failure to deliver the Premises. In such event, Rent due shall be reduced on a pro-rata basis with Tenant responsible for payment of Rent beginning on the date the Premises are made available for delivery. Landlord or its agents shall have thirty (30) days in which to make Premises available for possession. At such time as Premises become available, Tenant agrees to accept the Premises and pay Rent as agreed upon in this Lease. In the event the Premises cannot be delivered within such time, through no fault of Landlord or its agents then this Lease and all rights hereunder shall terminate immediately. Upon expiration of the 30-day period, if the Premises have not been delivered to Tenant, Landlord and Tenant agree to execute a written Lease Termination Agreement with a full refund of any Security Deposit or advance payments made by Tenant.
14. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises, or which might be considered hazardous by any responsible insurance company.
15. COVENANT NOT TO ALLOW UNLAWFUL ACTIVITIES. Pursuant to applicable State Law (see attached State Lease Rider), Landlord and Tenant mutually agree to not allow the following to exist or occur on or within the Premises:
  1. Unlawful controlled substances;
  2. Prostitution or prostitution-related activity as defined by State Law;
  3. Unlawful use or possession of a firearm in violation of State Law;
  4. Stolen property or property obtained by robbery on the Premises or in the common area or curtilage of the Premises.

Landlord and Tenant agree the common area or curtilage of the Premises will not be used by either Landlord or Tenant or others acting under the control of either to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase or possess a controlled substance in violation of any criminal provision of applicable State Law. The covenant is not violated when a person other than the Landlord or Tenant possesses or allows controlled substances in the Premises, common area or curtilage, unless the Landlord or Tenant knew or had reason to know of that activity.

A breach of any of the above-referenced statutory covenants shall void Tenant's right to possession of the Premises. However, any and all remaining provisions of this Lease shall remain in effect until the Lease is terminated by the terms of this Lease or operation of law.

16. COVENANTS OF LANDLORD. Pursuant to applicable State Law, Landlord covenants and agrees as follows:
  1. The Premises and all common areas are fit for the use intended by Tenant;



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2. To keep the Premises in reasonable repair during the term of the Lease. If the disrepair has been caused by the willful, malicious, or irresponsible conduct of the Tenant or a person under the direction or control of the Tenant, then the cost of repairs will be charged to the Tenant; and

3. To maintain the Premises in compliance with the applicable health and safety laws of the state, and of the local units of government where the Premises are located during the term of the Lease. If the violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of Tenant or a person under the direction or control of Tenant, then the cost of repairs will be charged to the Tenant.

17. **EXPOSURE TO LEAD-BASED PAINT.** Tenant makes the following representations and warranties, to the best of Tenant's knowledge upon entering into this Lease:

1. Have any of the Tenant(s) who will be residing in the Premises previously been tested for lead-based paint exposure and/or related illnesses or health issues?

Yes

x

No

If the answer to the preceding question is "yes", what were the results of said test?

n/a

2. Does Tenant(s) have any other medical conditions related to lead-based paint exposure or history of lead-based paint exposure?

Yes

x

No

If yes, please provide the details:

n/a

18. **UTILITIES AND ASSOCIATION.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises unless otherwise provided for in the table below. If the Premises are located in an apartment, condominium or multi-unit residential building and the use of the utilities is measured by a meter, the following rules apply: If the Premises is single metered, the cost of utilities will be split equally among the number of units within the building. Tenant acknowledges having received a copy of the original utility bill from Landlord or Renters Warehouse on a monthly basis. If Tenant fails to pay any utilities, Landlord and/or Renters Warehouse reserves the right to pay said utilities, the cost of which will be deducted from the Security Deposit. All utilities must be switched into Tenant's name within 3 business days from the date Tenant occupies the Premises, unless Landlord has agreed in writing to maintain responsibility for utilities payments. Landlord reserves the

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right to charge \$250 as an administrative fee for switching utilities into Tenants' name to be charged to Tenant for failure to comply with this Section.

**CHECK THOSE THAT APPLY, FOR OTHERS INDICATE NOT APPLICABLE**

Utility	Indicate Responsible Party (Tenant or Owner)	Vendor
Water/Sewer	Tenant	Alderwood Water
Electric	Tenant	Snohomish PUD
Gas	Tenant	PSE
Trash	Tenant	Waste Management
Cable	Tenant	-
Telephone	Tenant	-
Additional Utilities:	NA	-
Pool (upkeep):	NA	-

**Tenant Initials:**

DS  
U

DS  
K.C.

DS  
JL

19. MAINTENANCE AND REPAIR; RULES. Landlord shall maintain the Premises in a habitable condition at all times, subject to the following responsibilities of Tenant. Landlord shall keep the Premises in reasonable repair during the term of the Lease, except when disrepair is caused by the willful, malicious or irresponsible conduct of Tenant. Although Landlord is generally responsible for all costs associated with the repair and maintenance of the Premises, Tenant agrees that Tenant shall be required to pay for any and all maintenance, repairs and/or associated

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costs that result from some fault or negligence of Tenant. Tenant shall: replace furnace filter on a quarterly or more regular basis (not applicable in multi-unit building where furnace filter is not accessible by Tenant), clear clogged sinks and toilets clogged by fault or negligence of Tenant or Tenant's guests/invitees, and shall take appropriate measures to prevent and remedy pests caused by or contributed to by act or omission of Tenant. In the event Tenant has a maintenance issue arise during the term of this Lease that does not fall within the duties outlined below, written notice specifying the issue must be provided to Landlord or Renters Warehouse pursuant to State Law (see attached State Lease Rider). In the event Landlord desires to perform certain maintenance obligations and/or repairs during the term of this Lease, any work must be completed within the timeframe outlined by State Law. Without limiting the generality of the foregoing, Tenant shall:

- a. Not obstruct the driveways, sidewalks, courts, entryways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b. Keep all windows, glass, window coverings, doors, locks, and hardware in good, clean order and repair;
- c. Not obstruct or cover the windows or doors other than with blinds or window treatments installed or approved by Landlord;
- d. Not leave windows or doors in an open position during any inclement weather;
- e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch, or balcony, nor air or dry any of same within any yard area or space;
- f. Landlord shall provide a lock and key for all exterior doors. Tenant agrees that no additional locks shall be placed upon any doors or windows of the premises, nor shall locks be changed without Landlord's written permission. Upon termination of this Lease, Tenant shall return all keys for the premises to Landlord;
- g. Keep all air conditioning filters clean and free from dirt (to the extent they are accessible by Tenant);
- h. Keep all lavatories, sinks, toilets, disposals, pump systems, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, bones, grease, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i. Tenant, Occupants and guests/invitees of Tenant or Occupant shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper nuisance, noises, or otherwise disturb other residents;
- j. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not unreasonably annoy or interfere with other residents or neighbors;
- k. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and

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shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements (if applicable);

- l. Abide by and be bound by the Governing Documents and/or any rules and regulations of any homeowners' association affecting the Premises or the common area appurtenant thereto;
- m. Be responsible for any damaged or broken glass due to Tenant or Occupant, or their licensees, invitees or guests, whether arising from willful or negligent conduct. Tenant shall not be responsible for any damaged or broken glass caused by Landlord, inclement weather or Acts of God;
- n. Leaking pipes, unless caused by negligence of Tenant, are to be repaired by the Landlord within a reasonable time after notice, but the Landlord shall not be liable for any damages resulting from such leaks and/or overflows which are caused by Tenant's willful or negligent behavior. Alteration of plumbing, appliances or fixtures is strictly prohibited;
- o. No signs, placards or advertising shall be placed on the Premises by Tenant or at Tenant's discretion without the prior written consent of the Landlord;
- p. Light bulbs, batteries, and filters of any kind are Tenant's expense and responsibility;
- q. The Premises is accepted as insect, rodent, and pest free by the Tenant at the time of the occupancy. Tenant is responsible for insect, rodent, and pest control. If Tenant chooses not to correct such problems, as soon as known by or identified to Tenant, Landlord may pay for pest control or remediation, the cost of which may be assessed against Tenant;
- r. No auto repairs lasting more than 2 hours may be performed on the Premises nor on any city street adjacent to the property (note that this may be further limited/restricted by any applicable association rules or covenants);
- s. Tenant agrees not to park or store a motor home, recreational vehicle, or trailer of any type on the Premises without prior written consent of Landlord;
- t. Tenant agrees to deice sidewalks and driveways as needed during winter months;
- u. To the extent the Premises are not located in a community association which already provides maintenance services or Landlord performs maintenance on the Premises, and except as set forth in a separate written agreement, Tenant may agree to perform maintenance services outlined below on behalf of the Landlord.

- x Tenant shall be responsible for performing the following maintenance tasks:  
lawn care and snow removal

Tenant shall not be responsible for any maintenance tasks.

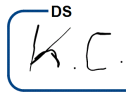
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Tenant shall arrange and pay for the following maintenance services:

If the city imposes any fines due to failure to maintain the Premises or similar violation, the fines shall be timely paid by Landlord. To the extent such fines arise due to Tenant's failure to perform (or failure to properly perform) services, Tenant shall be responsible for reimbursing Landlord in the amount of those fines attributable to Tenant's act or omission.

- v. **For non - essential or non - mandatory maintenance or service requests by Tenant to Renters Warehouse there will be a \$100.00 maintenance fee per occurrence. This fee can and shall be waived by Landlord at its sole discretion. Landlord and Renters Warehouse shall determine if the fee is charged to Tenant. Tenant shall be informed that he or she may be charged the maintenance deductible prior to the service call. All repairs/requests will be handled and completed within the timeline required by State Law. All necessary, mandatory and required repairs shall be excluded from this fee.**

**Tenant Initials:**


20. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Lease shall be temporarily suspended from such time to the point at which possession can be restored, except for the purpose of enforcing rights or responsibilities that may have already accrued. The Rent provided for herein shall be prorated, with Tenant responsible for the payment of Rent up to such time as the Premises are no longer habitable with no rent due until the Premises are made habitable again. Should the Premises be rendered uninhabitable on a permanent or long-term basis (30 days or more), Landlord shall have the option of either repairing the Premises or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the Rent shall be pro-rated in the proportion to the remaining habitable portion of the Premises. Any damaged part of the Premises shall be restored by Landlord as reasonably practicable, after which Tenant shall be obligated to pay the entire amount of Rent under Section 2 of this Lease.

21. **INSPECTION OF PREMISES.** Landlord and its property manager, Renters Warehouse, shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon for a reasonable business purpose, including but not limited to making any repairs, additions, showings, or alterations as may be deemed appropriate by Landlord for the preservation or sale of the Premises or the building. Landlord or its

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property manager shall make reasonable efforts to notify Tenant of any inspection of Premises prior to entry, which shall usually occur 24 hours in advance of such entry, unless in emergency or other particularly time-sensitive circumstances. Landlord and its agents shall further have the right to show the Premises to any future tenants or prospective purchasers, upon advance notice to Tenant, and to display "For Sale," "For Rent," or "Vacancy" signs on the Premises as applicable. Tenant agrees to cooperate with any leasing and/or sales efforts by Landlord or Renters Warehouse during the final 60 days of the term of this Lease. Failure to cooperate shall subject Tenant to a \$100.00 penalty per occurrence to be paid to Landlord.

## 22. INSURANCE.

- a. Landlord Insurance. Landlord carries general liability and hazard insurance on the Premises and/or has enrolled in the Renters Warehouse Tenant Legal Liability Program whereby an insurance policy has been obtained to provide coverage for certain damage to the Premises caused by Tenant, so long as the damage falls within the limited scope of the policy. Neither the Renters Warehouse Tenant Legal Liability Program nor the insurance policy carried by Landlord is equivalent to or a replacement for "renter's insurance" or personal contents coverage. As a result, any coverage Tenant desires to insure Tenant's personal property must be obtained by Tenant securing Tenant's own insurance for that purpose. Regardless of what insurance policy is maintained by Landlord, Tenant hereby agrees to immediately report any and all damage and potential claims to Landlord and Renters Warehouse upon Tenant's notice of such damage and/or potential claims. Tenant shall cooperate with any and all inspectors, insurance adjusters, agents or representatives of any insurance company investigating any such claims or damage to the Premises. Tenant further agrees to comply with any and all appropriate requests made by such inspectors, insurance adjusters, agents or representatives regarding any damage to and/or claims affecting the Premises. Tenant's failure to comply with the terms of this Section 22 shall constitute a default under the Lease, as provided in Section 32 herein.
- b. Tenant Insurance. Tenant is aware that Landlord and Manager are not responsible for, and will not insure, Tenant's furniture, vehicles, or other personal belongings located on the Premises ("**Personal Property**"). Landlord requires Tenant, and Tenant agrees, to obtain and to keep in full force and effect during the entire Term and any extensions, renewals or periods of holdover, a policy of renter's insurance. Tenant's insurance policy shall: (a) include an extended coverage endorsement; (b) be underwritten by an insurance company licensed to issue renter's insurance in the State; (c) be in an amount sufficient to cover the insurable value of Tenant's Personal Property located on the Premises; and (d) include liability coverage ("**Tenant's Insurance Policy**"). Tenant's Insurance Policy shall be in effect on or before the date Tenant takes possession of the Premises. Within ten (10) days of the Commencement Date and at any time upon request by Manager, Tenant shall furnish Manager with evidence of Tenant's Insurance Policy.

23. SUBORDINATION OF LEASE. This Lease and Tenant's interest hereunder are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens, or encumbrances.

24. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed

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sufficiently given or served if sent by United States certified mail, return receipt requested, addressed to the addresses described in *Item 16* of the Basic Provisions. Tenant and Renters Warehouse shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

25. INTENT TO VACATE. Tenant must provide Renters Warehouse, as Landlord's agent, at least two (2) full month's (rental periods) written notice of its intent to terminate the Lease upon the expiration of the Lease term. For example, a tenant vacating the Premises on December 31 would have to provide notice no later than October 31. And leases must terminate at the end of the month. For example, notice to vacate given on October 15, would mean the Tenant is allowed to vacate December 31.

Any notice provided under this Section does not imply permission on behalf of the Landlord or Renters Warehouse to vacate the Premises early, unless approved by Landlord or Renters Warehouse. Failure to provide notice of intent to terminate the Lease may require Tenant to be responsible for additional Rent charges, Late Fees and/or damages for any additional costs or expenses incurred by Landlord and/or Renters Warehouse.

26. HOLD OVER BY TENANT. If Tenant remains in possession of the Premises with the consent of Landlord after the expiration or termination of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that Rent due according to Section 2 of this Lease shall be modified. Rent due during the holdover period shall be the sum described as Holdover Rent in *Item 12* of the Basic Provisions. Any holdover tenancy shall be terminable upon one (1) month's (rental period) written notice given by either Party pursuant to the Notice requirements in Section 24 of this Lease.

27. RENEWAL TERM. Tenant and Landlord shall have the right to negotiate and agree to any renewal/extension of the Lease term, upon such Rent terms agreeable to both Parties. Landlord reserves the right to withhold its consent to or deny any renewal or extension of this Lease that may be requested by Tenant. If Tenant desires to preserve the right to extend/renew the Lease term for a Renewal Term, Tenant shall give Landlord notice of its intent no later than 60 days prior to the end of the Lease term.

28. MODIFICATION. The Parties hereby agree that this Lease contains the entire agreement between the Parties and this Lease shall not be modified, changed, altered or amended in any way except through the use of a written amendment signed by all of the Parties hereto. Any additions, deletions, or other modifications requested by Tenant shall be subject to a \$250.00 fee paid to Landlord.

29. SURRENDER OF PREMISES. Upon the expiration of the Lease and any extensions thereof, Tenant shall surrender the Premises in as good of state and condition as they were in at the commencement of this Lease, reasonable wear and tear from ordinary use excepted.

30. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.

31. INDEMNIFICATION. Neither Landlord nor Renters Warehouse shall be liable for damage or injury of or to Tenant, Occupant, or Tenant's guests, invitees, or agents, or to any person entering the Premises or the building of which the Premises are a part, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all claims or assertions of every kind and nature except those arising from the intentional misconduct or gross negligence of Landlord or Renters Warehouse.
32. DEFAULT. If Tenant fails to comply with any of the provisions of this Lease, other than the covenant to pay Rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord and of which Tenant has been notified, or if Tenant materially fails to comply with any duties imposed on Tenant under State Law (see attached State Lease Rider), within 7 days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay Rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of Rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease. Renters Warehouse is authorized to institute on behalf of Landlord, all legal actions or proceedings for the enforcement of any Lease term, for the collection of Rent or other income for the Premises or for the eviction of Tenant or Occupants from the Premises. Renters Warehouse is authorized to sign and serve such notices on behalf of Landlord as it deems necessary for enforcement of the Lease and Tenant will accept such notice from Renters Warehouse as equivalent to receiving the same notice from Landlord.
33. ABANDONMENT. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net Rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may store and dispose of all such personal property subject to requirements imposed by State Law.
34. RENTERS WAREHOUSE NOT LANDLORD. Tenant acknowledges and agrees that Renters Warehouse is not and shall not in any event be deemed to be the "Landlord" of the Premises within the meaning of State Law (see attached State Lease Rider). Renters Warehouse is merely the facilitator of Landlord for purposes of managing the Premises and rental relationship between Landlord and Tenant.
35. ATTORNEYS' FEES. The court shall award reasonable attorneys' fees and costs to any party who prevails in a proceeding to enforce one or more terms of this Lease, whether or not such party pursued such enforcement through a court order or judgment.



36. RECORDING OF LEASE. Tenant shall not record this Lease in the public records in any city or county office. In the event that Tenant records this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
37. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through, and under the laws of the State of Washington.
38. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
39. BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
40. HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
41. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
42. NO WAIVER. If Landlord elects not to exercise any right or remedy under this Lease on any one or more occasions, Landlord shall not be deemed to have waived its right to enforce all rights and remedies it may have under this Lease or otherwise pursuant to State Law. If Landlord should waive any breach of, or event of default under, any provision of this Lease by Tenant, Landlord shall not be deemed to have given a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease
43. TERMINATION OF PROPERTY MANAGEMENT AGREEMENT. Any cancellation, expiration or other termination of the Property Management Agreement between Landlord and Renters Warehouse shall not affect the validity of this Agreement between Landlord and Tenant, or the obligations of the parties hereunder. Upon termination of the Property Management Agreement, if applicable, Renters Warehouse shall transfer Tenant's security deposit and any pet deposit to Landlord, with confirmation of the same provided to Landlord and Tenant in writing. At such point, Renters Warehouse shall have no further obligations or responsibilities under this Agreement, including but not limited to the security deposit, pet deposit, landlord or tenant service requests, or any other service or maintenance obligations. If Tenant had made monthly Rent payments to Renters Warehouse pursuant to Section 4 of this Agreement, Tenant shall no longer remit Rent payments to Renters Warehouse. Tenant and Landlord shall mutually agree upon an acceptable method of Rent payment (made to Landlord directly) following cancellation. Cancellation of the Property Management Agreement shall not relieve Tenant of any obligation to pay Renters Warehouse for any costs and fees incurred under this Agreement prior to cancellation.
44. ELECTRONIC SIGNATURES AND DELIVERY. The Parties agree that the electronic

signature of any Party on any document related to this transaction shall constitute a valid, binding signature of such Party. The Parties further agree that electronic delivery of this Lease or any addenda thereto through e-mail or similar electronic means shall constitute sufficient delivery to the other Party. Tenant agrees to maintain an e-mail account through which Tenant will receive communications, notices and documents relating to the subject matter of this agreement and that this shall constitute sufficient notice.

45. NO SMOKING POLICY. No smoking shall be permitted on the Premises unless otherwise agreed to by the Parties in writing. Smoking inside the Premises is prohibited and is considered to be a material breach of this Lease. Smoking shall only occur outside the dwelling in a designated area. All cigarette butts, ashes, or debris must be cleaned up immediately. Failure to abide by this policy shall result in \$1,000.00 fine imposed by Landlord.
46. INSUFFICIENT FUNDS FEE & POLICY. Tenant agrees to pay a fee of \$25.00 for all returned checks (whether drawn on insufficient funds or for any other reason that may cause the bank to not process such payment), plus all applicable Late Fees. In the event a non-sufficient funds payment is used for Rent, Security Deposit, late fees or other fee/penalty payments, Landlord may require that the only forms of acceptable future payments from Tenant are money orders, cashier's checks and or pay Rent by credit card. Further, any payments of Rent, Fees and/or Security Deposit from an account with insufficient funds shall be considered a material breach of this Lease and shall give Landlord cause to terminate this Lease or to pursue any remedies available by law, including but not limited to eviction.
47. ADDITIONAL PROVISIONS & DISCLOSURES. This Agreement is subject to and fully incorporates the Addenda specified below, which are separately signed, attached and made part of this Lease (applicable if checked).

X Crime Free Addendum  
X Lead Paint Addendum  
Additional Lease Agreements Below

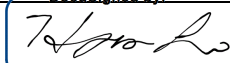
48. WINDOW TREATMENTS. Not all rental properties have window treatments, nor do all cities require that rental properties have window treatments. In renting the Premises and initialing below, Tenant accepts the current condition of the window treatments, whether none present, partially present, or fully present. Landlord gives permission to Tenant to install window treatments, which are agreed to in advance by Landlord, which must be installed at Tenant's sole expense, and which must remain in the Premises upon the expiration or termination of the Lease. If such window treatments are removed by Tenant, Tenant agrees to repair any and all damage caused by installation or removal of the window treatments from Premises.
49. EXTENDED ABSENCES. In the event Tenant will be away from the Premises for more than 8 consecutive days, Tenant agrees to notify Landlord or Renters Warehouse, as Landlord's agent, in writing of such absence. During such absence and only with prior

notice to Tenant, Landlord or a representative of Renters Warehouse may enter the Premises at times reasonably necessary to maintain the Premises and inspect for damages and needed repairs.

50. LEASE BUYOUT. If Tenant desires to terminate the Lease prior to its expiration and Landlord approves of such early termination, in Landlord's sole discretion, Tenant will be released from any future liabilities under the Lease except damages caused to the unit, if Tenant satisfies the following: (1) Provides written notice (on a form provided by Manager) of a date they will vacate, at least 60 days from the date of delivery of the Notice, and Landlord approves of such early termination, in Landlord's sole discretion (2) Contemporaneously pays all rent due and owing through the Vacate Date; (3) Pays a one-time buy-out fee amount of \$6,200.00 at the time Notice is given; and (4) Vacates and delivers possession to Landlord on the Vacate Date. If Tenant complies with the foregoing, the Lease will mutually terminate on the Vacate Date, and Tenant will be released from future rental liabilities except for damages caused to the Premises. Tenant's security deposit shall be accounted for pursuant to State law after Tenant has vacated and delivered possession to Landlord. Further, if Tenant satisfies the conditions set forth herein to terminate this Lease prior to its expiration date, such action shall serve to release and hold harmless the Landlord and Renters Warehouse from any and all claims relating to the underlying Lease. The Lease Buyout shall not be available, and this Paragraph shall not apply, if Tenant is in default of this Lease at the time Notice is given.
51. CREDIT/BACKGROUND CHECK AUTHORIZATION. Tenant hereby acknowledges that Renters Warehouse has permission to share Tenant's credit and rental history with all appropriate parties involved in the transaction.

-- SIGNATURES ON NEXT PAGE --

**Landlord**

DocuSigned by:  
Sign:   
E245BF8DE7FA4B5...

Name: Hay Lee

Date: 2021년6월27일

**TENANT**

DocuSigned by:

Sign:

*Carmelita Carvajal*

548FF2DBAB86416...

Name: Carmelita Carvajal

Date: June 28, 2021

**TENANT**

DocuSigned by:

Sign:

*Kelsey Carvajal*

4A5FA5AF466648B...

Name: Kelsey Carvajal

Date: June 29, 2021

**TENANT**

DocuSigned by:

Sign:

*Jacob Costello*

75B808BE175B482...

Name: Jacob Costello

Date: June 29, 2021

**Residential Lease Addendum: Lead Based Paint Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lease Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

- (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Lessor (Check (i) or (ii) below):

- (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- (ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgement (initial)**

(c) Lessee has received copies of all information listed above.

<sup>DS</sup>  
U

<sup>DS</sup>  
K.C.

<sup>DS</sup>  
JL

(d) Lessee has received the pamphlet *Protect your Family from Lead in Your Home.*, this can also be obtained via the web at [Protect Your Family From Lead in Your Home](#)

<sup>DS</sup>  
U

<sup>DS</sup>  
K.C.

<sup>DS</sup>  
JL

**Agent's Acknowledgement** (initial)

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

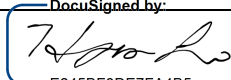
DS  
CP

**Certification of Accuracy**

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

1803 163rd St SE Mill Creek Washington 98012

**Landlord**

DocuSigned by:  
Sign:   
E245BF8DE7FA4B5...

Name: Hay Lee

Date: 2021년6월27일

**TENANT**

DocuSigned by:  
Sign:   
548FF2DBAB86416...

Name: Carmelita Carvajal

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Date: June 28, 2021

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**TENANT**

DocuSigned by:

Sign:



4A5FA5AF466648B...

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Name: Kelsey Carvajal

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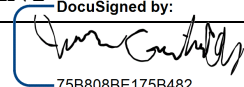
Date: June 29, 2021

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**TENANT**

DocuSigned by:

Sign:



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Name: Jacob Costello

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Date: June 29, 2021

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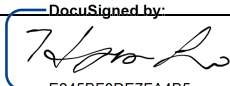
**CRIME FREE LEASE ADDENDUM**

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner/Manager and Resident agree as follows:

- 1) Resident, any members of the resident's household, a guest or other person under the resident'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 of a controlled substance** (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
- 2) Resident(s), any member of the resident's household, a guest or other person under the resident's control, shall not engage **in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the said premises.
- 3) Resident or members of the household **will not permit the dwelling unit to be used for, or to facilitate criminal activity**, including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- 4) Resident, any member of the resident's household, a guest, or another person under the resident's control, shall not engage in the **unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance** at any location, whether on or near the dwelling unit or otherwise.
- 5) Resident, any member of the resident's household, a guest or another person under the resident's control, shall not engage in any criminal activity, including **prostitution, criminal street gang activity, threatening, intimidating, or assaultive behavior** 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 other residents and/or involving imminent or actual serious property damage.
- 6) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.
- 7) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
- 8) This lease addendum is incorporated into the lease executed or renewed this day between Property Owner/Manager and Resident(s)

**It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.**

**Landlord**

DocuSigned by:  
Sign:   
E245BF8DE7FA4B5...



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Name: Hay Lee

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Date: 2021년6월27일

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**TENANT**

DocuSigned by:  
Sign:   
548FF2DBAB86416...

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Name: Carmelita Carvajal

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Date: June 28, 2021

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**TENANT**

DocuSigned by:  
Sign:   
4A5FA5AF466648B...

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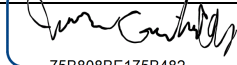
Name: Kelsey Carvajal

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Date: June 29, 2021

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**TENANT**

DocuSigned by:  
Sign:   
75B808BE175B482...

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Name: Jacob Costello

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Date: June 29, 2021

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## WASHINGTON STATE RIDER

The following State Rider amends and revises the Residential Lease Agreement.

- I. Section 2 is hereby modified to include the following:

**Rent Credit:**

Tenant shall be given a monthly credit in the amount of \$ 0.00 in exchange for performing the maintenance tasks outlined in Section 19 (u) of this Lease. The Rent as reflected in Item 8 of the Basic Provisions of this Lease is inclusive of this rent credit. Tenant shall not be eligible for the rent credit during any month in which tenant fails to perform the required duties outlined above, which will result in the removal of this rent credit and \$ 0.00 to be added to the Rent.

- II. Section 5 is hereby deleted and replaced with the following:

**SECURITY DEPOSIT.** Upon the execution of this lease and prior to receiving access to the Premises, Tenant shall deposit with Renters Warehouse the Security Deposit as described in Item 9 of the Basic Provisions, as security for any damage caused to the Premises during the term hereof. If Renters Warehouse manages the Premises on behalf of Landlord, then Renters Warehouse shall retain the security deposit throughout the term of this Lease, unless otherwise agreed to between the Parties. Such deposit shall be returned to Tenant, less any set off for damages to the Premises upon the termination of this Lease, in accordance with Washington laws. If applicable, Renters Warehouse or Landlord will furnish to the Tenant a written statement showing the specific reason(s) for the withholding all or any portion of the deposit. Renters Warehouse does not determine what amounts, if any, shall be deducted from the Security Deposit. This determination is made in the sole discretion of Landlord, which decision may be supported by information provided by Renters Warehouse as to the condition of the Property at the time of move-out inspection. Any inquiries or disputes with respect to any amounts deducted from the security deposit or the reasoning for the same shall be directed solely to Landlord. The return of deposit and the written statement confirming the accounting for the use/application of the deposit shall be delivered to tenant within twenty-one (21) days of the Lease termination, or within five (5) days if the Premises are condemned without any fault attributed to Tenant. The 21-day or 5-day period begins once the Tenant vacates the Premises, or Landlord learns of Tenant's abandonment. In the event property ownership or property management has changed, it is Renters Warehouse's policy to furnish and ensure that in the event of such ownership or management change, any deposit held by Renters Warehouse shall be properly returned to Landlord or Tenant as may be required by law. Tenant shall not use the Security Deposit as a Rent payment (in last month or any preceding month), unless Landlord has granted express permission for the same, in writing, or by law.

- I. Section 7 is hereby deleted and replaced with the following provision:

**LATE FEE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, the Late Fee, as described in Item 13 of the Basic Provisions. Failure to impose or collect such Late Fee by Landlord shall not mean that Landlord has accepted payment as timely. Failure to impose or collect such Late Fee does not imply that Landlord or Renters Warehouse accepts late payments, nor does it change the date Rent is due hereunder. In the event any payments or fees are not paid when due, Tenant shall be subject to any and all

available legal remedies, including but not limited to eviction, collection, and/or damages. An additional fee of \$80.00 will be charged for the cost to serve late rent notices upon Tenant.

III. Section 34 is hereby deleted.

IV. The following provision is hereby added as Section 52:

MOLD AND SAFETY DISCLOSURE. Pursuant to Washing Statute Section 59.18.060, Tenant has received from Landlord (i) information regarding mold, and (ii) a written notice disclosing fire safety and protection information.

V. The following provision is hereby added as Section 53:

NON-REFUNDABLE FEES. All fees are nonrefundable except for the tenant screening fee in the event Tenant does not execute a Lease with the Landlord.