

Apartment Lease Agreement

Main Office | 112 E Maple St | Suite 101 | Bellingham, WA 98225 | 360.647.3499 [p] | 360.392.6101 [f] | westviewrentals.com

This lease, made in duplicate this ____ day of _____, between _____, the Owner of the Premises "Owner", by and through Westview Real Estate, Inc., the Owner's duly appointed Agent, hereinafter referred to as "Landlord", and the following named person(s), hereinafter referred to as "Tenant":

Name(s): _____

- Term:** The Owner does hereby lease to the Tenant, and Tenant does hereby lease from Owner, those certain premises located at _____, **Bellingham, WA 98225** (referred to below as "Apartment"), in the Apartment Community known as _____, in Apartment No. _____ in the City of **Bellingham**, County of Whatcom, State of Washington, beginning on the ____ day of _____, for a term of ____ months and ____ days, ending at noon on the ____ day of _____.
- Rent:** The monthly rent is \$____. Additional Monthly Roommate Fee is \$____. Rent is effective from the ____ day of _____.

Prorated rent ____ days (to the first) @ \$____ per day or FULL MONTH	Total Due \$____
Prorated Additional Roommate Fee 0 days (to the first) @ \$____ per day or FULL MONTH	\$____
Cleaning, Damage and Performance Deposit and Non-Refundable Fees (hereinafter referred to as "Deposit")	\$____
Application Fee (\$45.00 per applicant, \$25.00 cosigner, \$75.00 per married couple)	\$____
Administrative Fee	\$____
City of Bellingham Rental Registration Fee	\$____
Total Due prior to Occupancy	\$____

Type	Date	Amount	Balance Due
Less Payment Received			
Less Payment Received			
Less Payment Received			

3. Utilities: Tenant shall pay for all charges related to hookup, connection, disconnection and deposit for providing utility services and be responsible for payment of these monthly services except basic: **WATER/ SEWER/ GARBAGE**. Tenant(s) shall pay for these services through the end of the Lease Term (regardless of when the Tenant actually vacates the Premises). Services paid by the Landlord are for basic services only. Any charges for excess usage will be billed to the Tenant. Tenant agrees to pay all utility billings that are the Tenant's obligation in a timely manner. Landlord may charge Tenant's Cleaning, Damage and Performance Deposit and Non-Refundable Fees for any unpaid utility closing bill. Tenant's obligation for such bills survives termination of the Tenant's rental obligation with regard to the Apartment. It is the Tenant(s) responsibility to notify the related utility companies of both start-up and stop dates and service. **All applicable utilities must be changed into Tenants name within three days. Failure to do so will result in a \$100.00 fine and a 10-Day Notice to comply.**

4. Change of Locks: Tenant acknowledges having been advised by Landlord of the increased security afforded to Tenant and the unit by changing all exterior locks in the unit prior to the Tenant taking possession of the unit. **YES - Tenant elects to bear the costs of such re-keying all exterior locks of the unit by Landlord (\$115 per door charge);** or **NO - Tenant elects not to bear the costs of such re-keying and does release and forever waive any and all claims against the Landlord assertable by Tenant and/or asserted by any third party(ies) arising from Tenants' choice not to re-key the unit.** (Mark applicable box and initial) **If locks are changed by Tenant, Tenant must give the Landlord one (1) copy of each key made. Initials:** _____

5. Move-In Inspection: Tenant acknowledges receipt of Move-In Condition Check-in form to be filled out at time of move-in. Tenant agrees to return inspection form, completed and signed to Westview Real Estate within 2 business days of the start of the lease term or the date keys are picked up. **Failure to do so will result in a \$50.00 fine on the third day plus \$5.00 per day thereafter until inspection form is returned.**
Initials: _____

Initials: _____

6. Attachments: Check all that apply or state N/A.

Tenant acknowledges reading, accepting and checking all that apply:

- Cleaning, Damage, Performance Deposit Agreement and Non-Refundable Fee Agreement
- Pet Agreement
- Smoke Detector Disclosure
- Cosigner Addendum
- Condition Check-in List
- Indemnification & Insurance Addendum
- Crime Free Lease Addendum
- General Information Addendum
- Lead-Based Paint and Agency Disclosure
- Designated Parking Space Addendum
- Key Check-in Form
- Appliance Care Addendum
- Other (describe) Rental Parking Space Addendum

*The checked attachments, if any, are hereby fully incorporated and made a part of this Agreement before the parties' execution hereof.

7. Rent Payments and Charges: Rent is due the first day of each calendar month. It is late as of the second. Rent is due in lump sum and split payments are not acceptable. Tenant shall pay the rent and all other charges required to be paid under the lease by valid check or money order made payable to the Landlord at the following address: Main Office, 112 E. Maple Street #101, Bellingham WA 98225 or at such other places as may be designated in writing by the Landlord from time to time. Rent payments may also be paid online/EFT through Tenant's online account at www.westviewrentals.com. Management of any online/EFT payment and/or auto-payment is solely the responsibility of the Tenant. Tenant will pay any convenience fees in connection with online/EFT payments. Payment of Last Month's Rent, if required, will be applied to the last month of the Lease Term. If the Lease Term is extended, the Last Month's Rent will be applied to the new ending month of the extended term.

8. By initialing the following statements, Tenant agrees to their incorporation into this lease, as applicable:

- A.** _____ If rent is not paid in full by 11:59pm on the 5th day of the month, Tenant shall pay a late charge of \$25.00 on the sixth day plus \$5.00 per day thereafter until delinquent portion of rent is paid in full. Postdated checks will not be accepted. If rent is mailed, it must be received by the 5th day of the month regardless of the postmark date on the envelope. (Postage delays and delays due to holidays are the Tenant's responsibility) In the event Tenant tenders and Landlord accepts less than full amount due to satisfy the payments due under the Lease, the deficient payment shall first be applied to late charges, NSF fees, and other charges due under the lease, then any remaining funds shall be applied to rent due under the lease.
- B.** _____ Tenant agrees to pay a \$35.00 service charge for any check returned by Tenant's bank, in addition to any other specified late payment charge. If Tenant's checks are returned to Landlord unpaid on two occasions, Tenant shall be required to make all future payments by cashier's check or money order.
- C.** _____ Tenant agrees to pay a \$35.00 service charge for the preparation, processing, and issuance of Three-day Notices for nonpayment and Ten-day Notices to comply for material breach of lease terms, whether or not a lawsuit is filed. Issuance of three or more Three-day Notices to Pay or Vacate during any given twelve-month period is grounds for termination of this Lease. Any costs and attorney's fees incurred by Landlord as a result of Tenant's failure to pay rent, installment payments, late fees or breach of lease terms shall be paid by the Tenant. Landlord will terminate tenancy if Tenant fails to pay rent, fails to comply with all material terms of this Agreement, commits waste, maintains a nuisance, is declared a sex offender or is convicted of a crime, or any other lawful reason.
- D.** _____ 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 material breach of lease.
- E.** _____ 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 \$25.00 for the first warning, not less than \$50.00 for the second warning and not less than \$100.00 for the third warning, and any such valid complaint shall be grounds for termination of this lease. Complaint topics include, but are not limited to, smoking, pets, noise, unit appearance, parking in an unauthorized parking space and guest behavior.

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

10. Notices: Westview Real Estate, Inc. as Owner's duly appointed Agent is the Landlord for purposes of this Lease. All notices to Landlord must be sent or delivered in person to the Landlord's (i.e. Westview Real Estate, Inc.'s) office located at 112 E. Maple Street #101, Bellingham, WA. 98225 unless Landlord gives Tenant written notice of change. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord. Verbal notices shall not be permitted and shall have no legal effect. All notices to Tenant shall be given by mail, certified mail, return receipt requested, or delivered to Tenant at the Apartment. If Tenant is absent from the Apartment, a notice to Tenant shall be given by leaving a copy of the notice in a conspicuous place on the Premises. A picture will be taken and or a copy will be mailed to substantiate proof of delivery and Tenant hereby consents to such notice.

11. Notice to Vacate: This lease is a term lease. It expires at **noon** on the last day of the term expressed above. Tenant is to have the unit ready for inspection and return the keys to the Landlord, **all prior to noon on the last day**. Vacating the Apartment prior to the lease expiration shall not terminate or change Tenant's responsibility for rent and may result in forfeiture of all Deposits. Tenant remains fully responsible for all rent, utility and operating expenses for the Premises until a new qualified Tenant is secured or until the end of the Lease Term, whichever is earlier. Tenant agrees if he/she remains in possession of Apartment 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 will pay a fine of \$100.00 plus a daily rental rate of \$100.00 thereafter. Tenant shall remain liable to Landlord for all damages, inconvenience and expenses related to such holdover after the expiration of the Lease. Tenant understands and agrees that verbal notices to vacate have no force and effect and will not be honored and no verbal waivers of notice to vacate requirements will be honored. **Initials:** _____

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

13. Telephone: If and when a Tenant installs a telephone in their dwelling and or changes their telephone number during occupancy, they shall furnish the Landlord with the number within five calendar days. A contact number must be furnished to the Landlord within five calendar days after occupancy. Any changes to such number must be updated with the Landlord within 3 calendar days. Failure to provide such number may result in a Twenty-Five dollar (\$25) fine.

14. Pets: No pets of any kind, **even temporarily**, are allowed in the Apartment without Landlord's prior written consent. No "guest pets" shall be allowed at any time. Any violation of this rule will result in a 10-Day compliance notice, and/or a \$300.00 penalty fee per pet at the discretion of the Landlord. The violation will also result in a charge to have the Premises tested with an ultra violet ray for urine damage and have the place sprayed for fleas. These expenses must be paid at the time the expense is incurred. If penalty fees are charged and not paid, Tenant hereby authorizes it to be deducted from any available deposit immediately or at the end of the lease term at Landlord's option. Payment of a pet fee or additional deposit shall not limit damages assessable to Tenant. If permission for a pet is granted, it shall be evidenced by a Pet Agreement attached hereto. Permission is granted per Pet. Each pet must be listed on the Pet Agreement in order to be considered an allowed pet.
Initials: _____

15. Maximum Occupancy: The Apartment shall be used as a residence by the undersigned Tenant with no more than **1** adult(s) and **0** children, and for no other purpose, without written prior consent of the Landlord. Occupancy by guests staying over fourteen (14) days will be considered in violation of this provision. A penalty of \$200.00 per additional person will be charged for a violation that is due and payable immediately. If penalty is not paid, Tenant hereby authorizes it to be deducted from any available deposit immediately or at the end of the lease term at Landlord's option. If the Landlord gives permission to add a roommate to the Lease, a \$25.00 administrative fee must be paid along with the normal application fee. Addition of a roommate must be evidenced by a signed Roommate Addition Agreement. Addition of a roommate may create an increase in rent. If Tenant(s) dispute the existence of an additional roommate, documentation such as a current executed Lease may be required to show the guest in question does have a permanent residence elsewhere.

16. Parking: No car shall be parked on the lawn or in the street blocking driveways or dumpsters. No vehicle shall be lifted on blocks, jacked up, nor in any way unusable for more than 24 hours. Storage of boats or RV's is not permitted unless previously approved in writing by Landlord in the separate Agreement to this Lease. You may park only in designated parking spots. Parking is limited, guests and/or visitors are required to use street parking. Vehicles can be towed at the Tenant's, guest's or visitor's risk and expense if parked in "no parking" areas or reserved spaces or in violation of this provision. All vehicles must have current tags, be licensed and in operable condition. If parking lot requires a permit, permit must be displayed and visible in vehicles at all times on rear view mirror. Studded tires are not permitted at any time. Failure to display could result in being towed at owner's expense. No lengthy or extensive mechanical work is to be performed on the Premises without prior written permission by the Landlord. Tenant(s) is allowed only **1** vehicle(s). **The assigned parking space for this unit is: _____.** **Tenant will receive parking pass # ____.** **Landlord may reassign parking space for reasonable purposes. Landlord must give 48 hours' written notice in advance of reassignment.** Tenant(s) agrees to pay \$25 to replace the parking pass if it is lost or stolen or not returned with all other keys by noon at the end of the lease. Tenant will also receive one (1) garage door remote and agrees to pay \$50 to replace the remote if it is lost, stolen or not returned at the end of the lease. **Tenant understands that he/she will not receive any rent reductions, adjustments or other compensation due to repairs or interruptions of the parking, except as provided by law.**

17. Smoking: This property has been designated as nonsmoking. **No person shall be permitted to smoke on the property, including in the unit, on the decks or within 30 feet from the building at any time.** Any violation of this rule will result in a 10-Day compliance notice, and/or a \$200.00 penalty fee at the discretion of the Landlord. The violation may also result in a charge to have the Premises painted and deodorized to eliminate any smoking smell and / or residue. These expenses must be paid at the time the expense is incurred. If penalty fees are charged and not paid, Tenant hereby authorizes it to be deducted from any available deposit immediately or at the end of the lease term at Landlord's option.
Initials: _____

18. Smoke Detectors, CO Alarms and Fire Alarms: Tenant acknowledges and Landlord certifies that the Premises is equipped with a smoke detector and carbon monoxide alarm, as required by RCW 48.48.140 and RCW 19.27.530 respectively, and that that the detectors and/or alarms have been tested and are operable as of the execution of this Agreement. It is the Tenant's responsibility to maintain the smoke detectors and Carbon Monoxide alarms as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain the smoke detectors and/or Carbon Monoxide alarms can result in punishment including a fine of not more than \$200.00 pursuant to RCW 48.48.140. Tenant also agrees not to disconnect any alarms that may sound when a fire alarm is triggered. Disconnecting any alarms will result in a \$200.00 penalty plus the cost to correct the problem due to the disconnected alarm. Tenant agrees to test the detector at least once per month. Tenant agrees not to touch nor tamper with sprinkler heads. Tenant is liable for any damage resulting from negligence or acts of Tenant(s), his/her agents or invitees, to the sprinkler heads. If a smoke detector or Carbon Monoxide alarm is not working, after replacing a battery, or if the detector is not battery operated, Tenant agrees to inform the Landlord immediately in writing. In case of fire, you must evacuate the building immediately and call the fire department. Do not use the elevators in case of fire. The building **DOES** have a sprinkler and / or alarm system. **Initials:** _____

19. Keys: Keys may be picked up at Westview Real Estate, Inc., **after 3pm and before 5pm, on the first day of the lease term.** Keys, once picked up by the Tenant, are Tenant's responsibility. Tenant may never change locks (except at the beginning of the lease as provided in the terms above under "Change of Locks"), make copies of keys, re-key, nor add locks without Landlord's written permission, except in an emergency such as a night time lock out, and must immediately provide Landlord with one (1) copy of any new key. Landlord has the right to correct any unauthorized changes in keys and locks at Tenant expense. See Deposit Agreement for additional information concerning Lockouts. Refer to the Key Check-in Form for list of keys received. **If locks are changed by Tenant, Tenant must give the Landlord one (1) copy of each key made.**
Initials: _____

20. Assignment and Subletting: Tenant shall not assign this lease or sublet any portion of the Apartment without prior written consent of the Landlord. If approval is given, there will be an administrative handling charge of \$150.00 to each outgoing Tenant for services in transferring or assigning this lease to another Tenant, which must be paid at the time of signing the transfer or assignment. Any and all assignees or subtenants shall be required to submit an acceptable application to the Landlord. Such application shall be processed in the same manner as would a new Tenant's application and subject to normal application fees in addition to the handling charge. In the case of multiple Tenants, ALL Tenants must consent to the assignment or sublet. In a Sublet Agreement, the original Tenant remains liable for any rents or other charges unpaid under the original terms of the lease. Landlord shall at all times have knowledge of all Tenants who occupy the Premises. A completed application must be submitted and approved **prior** to move-in. A penalty of \$200.00 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 immediately or at the end of the lease term, at Landlord's option. **Initials:** _____

21. Roommate Vacating or Swapping: In the case of multiple Tenants, where one or more, but not all, Tenants wish to be removed from the lease, ALL Tenants and Landlord must consent to any changes in tenancy and Tenant shall not be released from lease obligation without a signed Lease and Novation Agreement. Each outgoing tenant will be charged an administrative handling charge of \$150.00 for services in transferring or assigning this lease to the remaining Tenant, which must be paid at the time of signing the transfer or assignment. If the Landlord gives permission to add a roommate to the Lease, a \$25.00 administrative fee must be paid along with the normal application fees. Addition of a roommate must be evidenced by a signed Roommate Addition Agreement.

22. Liquid Filled Furniture: Tenant shall not keep any liquid filled furniture (such as water beds and or aquariums larger than 10 gallons) in this unit without Landlord's prior written permission.

23. Condition and Use: Tenant agrees to use reasonable diligence in the care and protection of the Apartment, maintain the Apartment in a clean and sanitary condition and free from any nuisance, rubbish, unkempt housekeeping, and infestation resulting from Tenant's actions or inaction. Tenant will be charged the cost of treatment for pest infestation resulting from Tenants' actions or inaction. Tenant has thoroughly examined the condition of the Apartment and surroundings, and by taking possession and completing and signing the "Cleaning, Damage and Performance Deposit and Non-Refundable Fee Agreement," acknowledges that Tenant has received the Apartment and surroundings in clean condition and in good order and repair and that no agreements have been expressed or implied, except those written in the Lease (including attachments). Tenant shall at his/her own expense, and at all times, maintain the Apartment 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 excepted. Tenant accepts the Apartment in its present condition as suitable for use as a private dwelling Apartment. Tenant shall not remove any furnishings from the Premises. No portion of the Apartment or surrounding areas shall be put to any commercial use. The Apartment will not be used for any unlawful purpose; and Tenant shall promptly fulfill and comply with the requirements of all governmental authorities pertaining to tenancy of the Apartment and Premises.

24. Repairs and Maintenance: It is the responsibility of the Tenant to notify the Landlord immediately of any needed repair or unsafe condition existing around and or in the Apartment including but not limited to cracks in the foundation, cracks in plaster, moisture in walls and ceiling, buckling sheet rock or siding, or any leaks. If Tenant fails to immediately notify Landlord of visible problems, which result in damage to the unit, then Tenant shall be 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), his/her agents or invitees, which repairs shall be made at the sole cost of the Tenant. Such repairs shall be made to conform to the original condition of the Apartment at the time the Tenant took possession. 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 calls for maintenance for which no such maintenance is needed (false call), Tenant will be charged for the service call. Any repairs, including labor, material and parts used, which are the responsibility of the Tenant, must be pre-approved in writing by the Landlord. **Landlord shall be the final, ultimate judge as to what repairs are necessary.** Landlord shall have no obligation to repair any defective condition, nor shall any defense or remedy be available to the Tenant, where the defective condition complained of was caused by the Tenant, Tenant's family, invitee, licensee, or other person acting under the control or direction of the Tenant, or where the Tenant unreasonably fails to notify the Landlord of the condition or allow the Landlord access to the Apartment for purposes of the repair. Before exercising any of the remedies in accordance with the Landlord-Tenant Act, Tenant must be current in rent. Tenant shall be responsible for all broken glass. Tenant shall not paint, re-wallpaper or otherwise redecorate or make alterations to the Apartment or surrounding areas without the prior written consent of the Landlord. If prior written consent is given, such alterations shall be at the expense of the Tenant and shall become part of the Premises and the Owner's property upon termination of this lease and tenancy. Tenant shall not permit any act or thing deemed hazardous by Landlord due to potential risk of fire or which will increase the rate of insurance on said Premises. In case the Apartment or surrounding areas shall be damaged by fire, rain, wind, or other cause beyond the control of the Landlord or the Tenant, then the Apartment 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 Apartment unfit for human habitation, the rent shall abate until such time as the Apartment is 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, being of no further force or effect unless otherwise provided herein. In the event the damage is caused by the act of the Tenant, or someone in the Apartment or on the Premises by reason of Tenant's permission or consent, there shall be no abatement of rent and Tenant shall be liable for all costs of repair. Should Landlord notify Tenant of intent to clean, replace carpets or paint the Apartment, moving furniture and wall hangings shall be the duty and expense of the Tenant. **Tenant understands that he/she will not receive any rent reductions, adjustments or other compensation due to repairs or interruptions of service, either of Premises or parking, except as provided by law.**

25. Inventory: Appliances included in this Apartment ("x" if applicable or state "N/A" if not):

- Range/Oven Washer/Dryer Refrigerator Microwave Oven
 Dishwasher Garbage Disposal Other (describe) _____

Initials: _____

26. Entry, Inspection and Signs: Tenant shall not withhold consent to the Landlord to enter the Apartment in order to inspect the Apartment, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or show the Apartment or any part of the Premises to prospective or actual purchasers, mortgagees, Tenants, workman or contractors. Forty-eight (48) hour written notice of entry by Landlord is required by law, except in the event the property is offered for sale or rent, when only twenty-four (24) hour advance written notice is required. If Tenant gives express permission or if there is an emergency, no advance notice is required. Tenant shall also allow Landlord to place a "For Rent" sign or banner in the unit or on the deck of the unit during times in which either the Tenant's unit or a unit in the building is available for rent. Tenant also agrees Landlord may begin showing the unit to prospective Tenants as early as 90 to 150 days prior to the lease expiration.

27. Possession: If Landlord is unable to deliver possession of the Premises at the commencement of this Lease for whatever or no reason, Landlord shall not be liable for any damage caused, nor shall this Agreement be void or voidable. However, Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate the Agreement if possession is not delivered within three (3) business days of the commencement of the term.

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

29. Indemnification: 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, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the gross negligence or unlawful act of Landlord, his/her agents or damages for which Landlord is thereby legally responsible. The Tenant shall immediately notify the Landlord, in writing, of any dangerous conditions associated with the Premises. **Initials:** _____

30. Excess Moisture and Mold: It is the Tenant's responsibility to properly ventilate the Premises to prevent excess moisture and the growth of mold. Tenant is responsible for all mold damage caused during tenancy. If fans are provided in the bathroom, they must be run during showers and for approximately 15 minutes after each shower or until moisture is gone. Fans work best when the door is closed during fan use. Bathroom doors must remain open when not in use to provide ventilation. Kitchen fans should be used when cooking. Laundry area fans should be used when doing laundry. Mildew will easily grow where warm moist air condenses on cooler wall surfaces, such as cold exterior walls and window frames. You should not place items against walls in such a way where no air can circulate. In addition, windows should be opened frequently to ventilate with fresh air from outside. Tenant(s) acknowledge receiving and reading the pamphlet from the Department of Environmental Health entitled "Got Mold? Frequently Asked Questions About Mold" that includes information regarding the health effects of mold, steps to take to avoid mold growth and how to clean up mold. **Initials:** _____

31. Abandonment: Abandonment shall exist when Tenant clearly indicates as much by words or actions, or it reasonably appears that Tenant has vacated the Apartment with the intention not to resume tenancy. In event of abandonment, the Landlord may immediately enter the Apartment and take possession of Tenant's remaining personal property and remove it to a reasonably secure place at Tenant's expense in accordance with Washington State Landlord-Tenant Act. Abandonment shall not terminate Tenant's liability for rent. Tenant will be charged for costs incurred by the Landlord to re-rent the Premises and for other costs as provided by law. Tenant agrees to notify Landlord in writing of an absence from the dwelling of more than seven (7) days no later than the first day of such absence.

32. Rules: (1) Tenant agrees to comply with and conform to all rules and regulations governing the Apartment and Premises, including those stated in the lease, all attached Addendums, or as amended, adopted or as posted Notices on the Premises. Neither the Tenant nor the Tenant's guest shall commit or permit anything to be done that will disturb or interfere with the rights, comforts, or convenience of other Tenants. Tenant must act and require all Tenant's guests in the Apartment 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 in the Apartment, 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. Quiet hours are 10pm to 7am daily.** Violation of Apartment rules as established by the Landlord or the on-site Manager shall constitute breach of this Lease Agreement. (2) No storage of personal items or furnishings, including but not limited to appliances, furniture, toys, old vehicles, or debris, may be left on the Premises, decks, and patios or in the yard. Deck storage is limited to planters, propane gas grills and patio furniture. Satellite dishes are prohibited. Propane gas grills are allowed. No other type of grill is permitted, including hibachi grills or any grill that is 18 inches or less from the deck surface. When using a grill, Tenant should locate the grill on the outer edge of the deck (furthest away from the building) and properly exhaust all smoke, fumes and odors to not damage the building façade and/or disturb other Tenants. (3) Tenant may not install a window air conditioning unit of any kind. These rules for occupancy can be modified during the Lease term provided the Landlord distributes a copy of the modified rules to each household ten (10) days prior to the modified rules effective date.

33. Hallways and Common Areas: If there are hallways or other common areas shared with other tenants, noise shall be kept to a minimum therein and nothing may be stored, even temporarily, therein.

34. Attorney's Fees/Venue/Severability: In the event legal counsel is engaged to enforce or interpret any of the terms or provisions of this Agreement, or litigation is instituted to enforce any terms or provisions of this Agreement, including but not limited to unlawful detainer proceedings or even a small claims matter, the prevailing party shall be entitled to an 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. 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.

35. 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.

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

37. Lead-Based Paint: The property ~~DOES~~ DOES NOT include housing that was built before 1978. If the housing was built before 1978, Landlord has no knowledge of lead-based paint or lead-based paint hazards in the dwelling and Landlord has no reports or records pertaining to lead-based paint and / or lead-based paint hazards in the dwelling. If the dwelling was built before 1978, Tenant(s) acknowledge receiving the pamphlet entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards".
Initials: _____

38. Ownership: This leased property may be owned in whole or in part, directly or indirectly, 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.

39. 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 Owner and each signatory individual jointly and severally. If more than one individual has signed this Lease Agreement, each signatory shall be jointly and severally liable hereunder for payment and performance of all obligations of the Tenant, including any arising during any extension, renewal or hold over periods. All persons signing as Tenant, including any and all Tenant Guarantors, are collectively referred to as Tenant. Service of any notice or demand upon one of the Tenants shall constitute notice to all others listed as Tenants and all other occupants at the Apartment. Notices of breach of this Agreement issued by Landlord shall not release Tenant from liability for the full performance of obligation hereunder.
Initials: _____

40. THIS IS A BINDING LEGAL AGREEMENT. PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS TERMS BEFORE SIGNING. This lease supersedes any previous Lease Agreement entered into by the parties in reference to the property described herein. All provisions listed herein will be construed to comply with the applicable law in the state in which the Apartment is situated and other applicable law. Each individual executing this lease on behalf of Tenant, acknowledges receipt of a copy of said Lease and its attachments, and hereby guarantees payment and performance of all obligations of Tenant under this lease, including all obligations to pay costs and reasonable attorney's fees, and to remain bound in the event of any extension, modification, holdover, subletting or assignment of any portion of the lease obligations to third parties, unless expressly released in writing, signed by the Landlord. This Lease Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same instrument. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

Tenant:	Date
Tenant:	Date
Landlord Westview Real Estate, Inc. as Owner's Agent	Date

Cleaning, Damage & Performance Deposit and Non-refundable Fee Agreement (hereinafter referred to as

"Deposit")

Address of Rental: _____, **Bellingham, WA 98225**

Receipt of \$ _____ is hereby acknowledged as a Cleaning, Damage and Performance Deposit and Non-Refundable Fee Agreement which is subject to the following terms and conditions:

- 1. CARPET CLEANING FEE (NON-REFUNDABLE):** Do not shampoo or hire anyone to shampoo the carpets. YOU MUST VACCUUM THE CARPETS THOROUGHLY. A charge of **\$0.25 per square foot (\$75 minimum)** will be charged to your deposit for professional carpet cleaning. If necessary, charges in addition to the rate above may be billed for excessive soiling, spotting, stains and deodorizing, and vacuum and litter removal.
- 2. CLEANING:** Any cleaning that is required after the unit is vacated will be billed at a rate of **\$30.00 (Thirty)** per hour.
- 3. DAMAGE:** A charge will be made for the cost of restoring the rental unit to its present condition for any damage incurred during this tenancy, normal wear and tear expected. If the unit is not able to be repaired or the Landlord makes the decision not to have the repair made, an estimated charge will be assessed for the damage.
- 4. SECURITY:** Tenant(s) agrees if he/she remains in possession of Premises after date of intention to vacate as stated on the written notice or after the expiration date of the Lease, Tenant(s) will pay a fine of \$100 + a daily rental rate of \$100 thereafter. Tenant(s) shall remain liable to Landlord and to any new Tenant(s) for all inconvenience and expense caused related to such holdover after the expiration of the Lease. Tenant(s) understands and agrees that verbal notices to vacate have no force and effect and they will not be honored and that no verbal waivers of notice to vacate requirements will be honored. These charges will be deducted from the Deposit. Any charges owed by the Tenant(s) for unpaid rent, unpaid utilities, late charges, processing fees, service fees, administration charges shall be charged against the Deposit. In the event the current Owner of your unit sells the property, your deposit will be transferred to the new Owner minus any outstanding charges to the account.
- 5. MAINTENANCE:** (a) Tenant(s) will be charged the cost of a repair person's service call at a minimum rate of \$45 per hour (minimum one hour), plus materials for any of the following items, but not limited to, that need servicing after the unit is vacant: (1) smoke detectors and batteries (items must be in good operating condition and in place); (2) light fixtures (fixtures must contain operational bulbs of the proper size and type)**[ALL LIGHT BULBS THROUGHOUT THE PREMISES ARE NOT TO EXCEED 60 WATTS]**; (3) TV Cable & couplers and phone lines & couplers (items must be undamaged and operational); and (4) damage to walls, appliances, blinds, etc. (b) During your tenancy and upon vacating, disposal of excess garbage is the Tenant(s)'s responsibility. Excess garbage is defined as garbage exceeding the weekly/biweekly limit and large items such as furniture, Christmas trees or large boxes. (Sanitary Service will not take these items).
- 6. Keys and Possession:** Until the keys are physically delivered to the Westview Real Estate, Inc. office, Tenant(s) are obligated to pay rent for possession of the unit. When keys are returned, the Tenant(s) are effectively saying that they have finished cleaning and moved out. After the keys are returned, Tenant(s) may not enter their former rental property for any reason without the written consent of Westview Real Estate, Inc. This applies even if Tenant(s) have paid for rental days remaining. **All keys** should be turned in at the same time. We do not read minds and therefore are not responsible for charges (hauling, cleaning, inventory and storage of possessions, etc.) resulting from uncoordinated returning of keys. For example, if all keys are recorded as turned in (even by just one roommate), tenancy has ended for all roommates, unless prearranged otherwise in writing with Westview Real Estate, Inc. Personal property found on the premises after this time will be dealt with as per State Law, and appropriate charges will be withheld from the Deposit. We consider early move out and key return as the Tenant(s)' choice and convenience. Once keys are returned, paid rent balances are forfeited unless a new Tenant(s) also pays rent for the same time period. In that case, appropriate refunds will be issued. Fifteen dollars (\$15) will be charged for each key not returned. In addition, Tenant(s) may be charged the cost to change the locks.
- 7. Lockouts:** If a Tenant(s) is locked out of a unit during business hours, a key can be checked out at Westview Real Estate, Inc.'s office. (A cash deposit and positive identification will be required.) **If Tenant(s) cannot get to our office due to lack of transportation or other means or the lockout has occurred after hours, Tenant(s) will be charged a minimum service call of \$100** for unlocking a unit. **Please note that the after hours lock out service is offered as a courtesy that is not guaranteed and is subject to Westview's discretion.** Tenant(s) may be instructed to call a locksmith at the Tenant(s)'s own expense. Cash payment and positive identification are required before admittance. Once the key bearer is dispatched, the charge is in effect, even if a roommate shows up and admits a lockout Tenant(s) or another key is located. This charge, if unpaid, will be applied against the Deposit.
- 8. Roommate Partnerships:** When entering into a roommate tenancy, each roommate is equally responsible for his/her own actions, as well as the actions of the other roommates, visitors and guests. Westview Real Estate, Inc., does not mediate disputes between roommates. After the Lease term expires, if one or more remaining tenants renew the Lease, the Deposit will remain with the unit. It is up to the remaining and outgoing tenants to resolve any Deposit issues. Likewise, if for any reason, the Landlord is required to refund a portion of the Deposit to any outgoing tenants yet some tenants still remain, the remaining tenants have (30) thirty days to replenish the

Deposit back to its original amount. If this replenishment is not done within (30) thirty days, Tenants are considered in violation of their Lease and will be issued a Pay or Vacate Notice.

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

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

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

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

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

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

Additional Information regarding your Deposit:

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

(b) All burnt out light bulbs must be replaced with ones similar to those originally provided. If they are not replaced, your Deposit will be charged the actual cost to replace for a minimum charge of \$6.00 plus sales tax per bulb. These bulbs must be of similar style and of the same wattage, or replacement costs will apply. This includes both interior and exterior bulbs.

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

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

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

(f) Any holes smaller than a thumbtack hole must be kept at a reasonable minimum (less than 4 to 6 holes per wall depending on size of wall). All holes larger than a thumbtack hole are considered wall damage. DO NOT patch all holes. The walls or interior surfaces may not be excessively marked or marred. **The Tenant(s) may not paint any walls or interior surfaces without written consent of the Landlord.** Scotch tape or double-faced tape shall not be used to hang pictures or posters since these items create excessive marks on the walls.

(g) Landlord warrants that a unit's sewage drains and garbage disposals 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, potato skins, cloth, dirt, rock or newspapers. Tenant(s) agrees to pay for clearing of drains or any and all stoppages and any additional damage/repair costs to Landlord, except those which the plumber who is called to clear the stoppage, will attest in writing were caused by defective plumbing.

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

(i) Tenant (s) is responsible for any damage to doors, doorframes (exterior or interior) during occupancy.

(j) Do not attach mirrors to doors, walls, etc. Tenant(s) is responsible for removal, patches, paint and/or repairs needed once mirror is removed.

(k) Do not install curtain rods, racks, coat hangers or other permanent shelving in units unless written consent is given by the Landlord. Tenant(s) is responsible for removal, patches, paint and/or repairs needed once item is removed.

(I) Tenant(s) must not place furniture of any kind against or over heaters. All furniture should be placed at least three feet from any heating vent.

15. FORFEITURE: Rental rates are based on long-term tenancy and should the Tenant(s) vacate the rental unit before the Lease Expiration date as shown on Page 1 of the Apartment Lease Agreement or before any signed extensions of the lease, the entire Deposit may be forfeited. The Deposit is subject, but not limited to, the following costs: Rent, advertising, fee for the property manager's to show the apartment as available for rent (at \$25 per showing), and administrative costs including an early vacate fee of \$150 and items 1, 2, 3, 4 and 5 above, if necessary. If the unit is not re-rented by the time Deposit statements are issued, rent through the end of the Lease term will be stated as due and payable. Upon re-renting the unit, the Landlord will issue a revised statement.

16. REFUND: The Landlord agrees to refund any money due to the Tenant(s), subject to the above-mentioned terms, to his last known address within 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 those whose signatures are on the Lease Agreement at the termination of the tenancy, no matter who did or did not pay, by issuing one check mailed to any one Tenant(s) unless otherwise directed in writing by all Tenant(s). If a separate check per tenant is requested, a \$5 fee per check will be assessed against the deposit. A \$35 stop payment fee may apply for any lost check that is requested to be re-written.**

17. RENT: Rent will be charged through noon of the expiration day of the Lease, or any signed extensions.

18. 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 vacated and all keys have been returned to the Landlord. The Deposit is held at _____. Any interest earned on the Deposit shall be the property of the Landlord.

19. PETS: Pets are not permitted except with a written Pet Agreement and a pet deposit and pet fee. Pet charges for pet occupancy are not part of this Deposit as defined herein. If Tenant(s) have been issued a 10-day comply for having a pet without the authorization of the Landlord or the Landlord finds evidence of a pet during the move out inspection, Tenant(s) may be charged, at Landlord's discretion, a \$300 pet fine plus costs associated to have the carpet inspected with an ultraviolet ray and costs associated to de-flea the premises, in addition to any other costs deemed necessary due to the illegal pet.

20. All inspections, re-inspections and supervision of cleaning and repairs will be charged at a rate of \$40.00 per hour. The Tenant(s) acknowledges that he/she **has read all pages** of this Agreement and received a copy of this agreement and the Lease Agreement and agrees to the terms thereof.

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

This AGREEMENT is incorporated into the lease executed or renewed on the date written above, between Owner/Agent and Tenant.

Tenant: _____ Date

Tenant: _____ Date

Tenant: _____ Date

Landlord: Westview Real Estate, Inc. as Owner's Agent Date

This is an Addendum to the Lease Agreement dated _____, between _____, Tenant(s) and **Westview Real Estate, Inc.**, Landlord; regarding the Property located at _____, **Bellingham, WA 98225**; subject to all of the underlying provisions of the aforementioned Lease Agreement.

1. Acknowledgment Concerning Liability Insurance Requirement

You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own personal liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests, including but not limited to fire damage. For the duration of your Lease Contract you must maintain a personal liability insurance policy, which provides limits of liability to third parties in an amount not less than \$100,000 per occurrence. You will ensure that the liability insurance policy identifies this apartment community as a "Party of Interest" or "Interested Party" (or similar language as may be available). You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods, a policy of personal liability insurance with this limit and otherwise satisfying the requirements listed below, at your sole expense.

2. **Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third-parties (including damages to our property), with the minimum policy coverage amount set forth in paragraph 2 above, from a licensed insurance carrier authorized to issue such insurance in Washington. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

If you choose not to purchase or are unable to secure satisfactory personal liability insurance coverage, you have the option to obtain insurance coverage under a group liability insurance policy issued by an insurance carrier we have partnered with. As a tenant of this property, you automatically qualify for this coverage with no underwriting or lengthy application. Participation in this program allows you to conveniently pay the insurance charges with your monthly rent.

Please initial one of the options indicating how you will meet the insurance requirement.

Initials: _____ I will purchase an annual term renter's insurance policy satisfying the requirements of the Lease Contract and this Addendum from the carrier of my choice and will provide a copy of the policy or declarations page to Westview Real Estate by **commencement of the lease. It is expressly understood that possession will not be granted to Tenant until Landlord has received proof of satisfactory renter's insurance.**

OR

Initials: _____ I have **not** purchased an annual term policy satisfying the requirements of the Lease Contract and/or this Addendum. I agree to participate in the group insurance program that meets the Lease Contract's insurance requirements. I understand that I will be billed the **\$14.50** monthly charge with my rent to cover the costs of **securing personal liability coverage in an amount of \$100,000 and personal property coverage in an amount of \$10,000. The insurance company will issue a certificate of insurance in the name of all residents listed on the lease, up to a maximum of four (4) residents. The certificate of insurance sent to me will fully describe the terms and conditions of the insurance coverage and will also indicate that the \$10,000 coverage in personal property and \$100,000 coverage in personal liability is the maximum that will be paid for a loss regardless of the number of residents listed on the policy, which shall be a maximum of four (4) residents. In addition it will advise the terms and conditions of the coverage provided. I understand that brochures providing a general description of the group insurance program and insurance carrier are available to me for review.**

3. **No Solicitation.** Unless otherwise acknowledged in writing, you acknowledge that we have made no solicitations, guarantees, representations, or promises whatsoever concerning any insurance or services provided by any insurance company. You were and are free to contract for the required insurance with the provider of your choosing so long as that provider comports with the requirements of paragraph 3 above.

4. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract. Accordingly, our insurance carrier may sue you for losses it pays as a result of your negligence, and your insurance carrier may sue us for losses it pays as a result of our negligence.

5. **Your Insurance Coverage.** By signing this Addendum, you acknowledge that you have purchased (or will purchase) the insurance described in paragraphs 2 and 3 or agreed to participate in the group insurance program described in paragraph 3, and that you will provide written proof of this insurance to on-site staff prior to taking possession of the apartment. You further acknowledge that you will keep this insurance policy in-force for the entire term of the lease. If any material terms of your insurance policy change, you agree to promptly provide a copy of the modified policy terms to the on-site staff. For the purposes of this paragraph, either the written policy itself or the declaration page to the policy shall be acceptable.

6. **Default.** Unless otherwise prohibited by law, any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law. If you fail to pay the insurance charge or if you allow your policy (from the carrier of your choice) to expire or cancel, you will be in default under the terms of your lease.

7. **Miscellaneous.**

- a. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
- b. The insurance required by the Lease Contract is not required by any law. Your obligation to provide insurance stems solely from the Lease Contract.
- c. The insurance required by the Lease Contract is not an attempt to limit the landlord’s liability for its own negligence or your liability for your own negligence.
- d. The insurance required by the Lease Contract is not in lieu of, or in any way a component of, the security deposit required by the Lease Contract.
- e. If you have an annual renter’s insurance policy and decide to switch to the group liability insurance program offered by the landlord, please compare the terms of coverage between the two policies, as not all policies are the same and coverage may differ. Participation in the group insurance program is offered at point of Lease Signing only and may not be added after the fact.
- f. Tenant agrees and acknowledges that Landlord shall not provide and shall have no duty to provide any security services to Tenant or Tenants’ guests.

This LEASE ADDENDUM is incorporated into the lease executed or renewed on the date written above, between Owner/Agent and Tenant.

Tenant: _____ Date

Tenant: _____ Date

Tenant: _____ Date

Landlord: Westview Real Estate, Inc. as Owner’s Agent Date

Crime Free Lease Addendum

Main Office | 112 E Maple St | Suite 101 | Bellingham, WA 98225 | 360.647.3499 [p] | 360.392.6101 [f] | westviewrentals.com

(Addendum To Lease Agreement)

This is an Addendum to the Lease Agreement dated _____, between _____, Tenant(s) and **Westview Real Estate, Inc.**, Landlord; regarding the Property located at _____, **Bellingham, WA 98225**; subject to all of the underlying provisions of the aforementioned Lease Agreement. Landlord and Tenant(s) agree to the following:

1. Tenant, any members of the resident's household or 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 or the Controlled Substance Act [21 U.S.C. 802]).
2. Tenant, 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.
3. Tenant or members of the tenant's 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 or whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, 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.
5. Tenant, 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 other tenant 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 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 non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. There is no "good cause" requirement in Washington for lease terminations. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
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.

Failure to comply with any part of this Crime Free Lease Addendum will be considered a breach of this lease agreement and may result in charges to the Tenant for failure to comply with the terms of the agreement, at Landlord's discretion.

This LEASE ADDENDUM is incorporated into the lease executed or renewed on the date written above, between Owner/Agent and Tenant.

Tenant: _____ Date

Tenant: _____ Date

Tenant: _____ Date

Landlord: Westview Real Estate, Inc. as Owner's Agent Date

Initials: _____

Key Form Addendum

Main Office | 112 E Maple St | Suite 101 | Bellingham, WA 98225 | 360.647.3499 [p] | 360.392.6101 [f] | westviewrentals.com

(Addendum To Lease Agreement)

Address of Apartment or Premises: _____, **Bellingham, WA 98225.**

The following keys have been received:

Key Type:	No. of Keys
Unit Keys:	1
Building Entrance Door:	1
Mailbox keys:	1
Parking Passes:	1
Pass #: # _____	
Garage Door Opener:	1
#: _____	
Other _____:	0

--Add'l Keys Received--

No. of Keys	Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

--Keys Ret'd before end of Lease--

No. of Keys	Date	Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Tenant acknowledges the following:

Tenant hereby accepts all garage door openers and fireplace remotes listed above, in working order, which Tenant agrees to return in working order the day of vacating the Premises or pay \$50 per opener and remote. Tenant agrees not to make copies of any keys provided unless written permission is obtained from Landlord.

LOST KEY POLICY (during occupancy): If Tenant loses any keys, passes, garage openers, etc. listed above, Tenant will pay the cost to replace PRIOR to being given any replacements. The costs to replace are as follows: Unit keys, building keys, storage lock keys and mailbox keys -\$15 per key, Building FOBS - \$50 per FOB, Storage locks - \$50 per lock, Garage door remotes - \$50 per remote, Fireplace remotes - \$100 per remote and Parking Passes - \$25 per pass.

LOST KEY POLICY (upon vacating): Tenant must return **ALL** keys, passes, garage openers, etc. listed above by noon (12pm) on the last day of the lease term. Any unit keys, building keys, storage lock keys and mailbox keys not returned, including those lost and replaced during occupancy, will result in a rekeying fee of \$115 per door, mailbox and/or storage unit as well as a \$15 per key charge. Any FOBS, garage openers, parking passes, fireplace remotes not returned will be charged as above.

 Tenant: _____ Date

 Tenant: _____ Date

 Westview Real Estate, Owner's Agent _____ Date

The undersigned acknowledges receiving all keys, passes, garage openers, etc. listed about on the:

_____ day of _____, 20____.

 Signed

 Printed

KEYS RETURNED AT END OF LEASE:			
Key Type:	No. of Keys	Date Returned	Initials
Unit Keys:	_____	_____	_____
Building Door:	_____	_____	_____
Mailbox Keys:	_____	_____	_____
Parking Passes:	_____	_____	_____
Garage Opener:	_____	_____	_____
FP Remote:	_____	_____	_____
Other _____:	_____	_____	_____

Parking Addendum

Main Office | 112 E Maple St | Suite 101 | Bellingham, WA 98225 | 360.647.3499 [p] | 360.392.6101 [f] | westviewrentals.com

(Addendum To Lease Agreement)

This is an Addendum to the Lease Agreement dated _____, between _____, Tenant(s) and **Westview Real Estate, Inc.**, Landlord; regarding the Property located at _____, **Bellingham, WA 98225**; subject to all of the underlying provisions of the aforementioned Lease Agreement. Landlord and Tenant(s) agree to the following:

It is understood that each parking space at _____ shall be assigned and reserved. The tenants of each unit must decide, assign and notify Westview Real Estate, Inc. as to which vehicle(s) will be registered as the primary parked vehicle in their designated parking space.

The assigned car may park only in the reserved designated parking spot. Any other vehicles not registered with Westview Real Estate, Inc. will park at their own risk.

WESTVIEW REAL ESTATE, INC. WILL NOT ACCEPT RESPONSIBILITY FOR ANY CARS TOWED OR TICKETED FOR ILLEGALLY PARKED CARS.

It is understood that The Shearwater does not provide additional guest/visitor parking.

Please note that should you park your vehicle or any guests or additional tenants park their vehicles, in another resident's reserved numbered spot, **YOU WILL BE TOWED. NO EXCEPTIONS.**

Parking Space # _____
Parking Pass # _____
Make of vehicle _____
Model of vehicle _____
Color of Vehicle _____
License Plate # _____

Failure to comply with any part of this Parking Addendum will be considered a breach of this lease agreement and may result in applicable fines and penalties as defined by the lease, at Landlord's discretion.

This LEASE ADDENDUM is incorporated into the lease executed or renewed on the date written above, between Owner/Agent and Tenant.

Tenant: _____ Date

Tenant: _____ Date

Tenant: _____ Date

Landlord: Westview Real Estate, Inc. as Owner's Agent Date

Initials: _____

Appliance Care Addendum

Main Office | 112 E Maple St | Suite 101 | Bellingham, WA 98225 | 360.647.3499 [p] | 360.392.6101 [f] | westviewrentals.com

(Addendum To Lease Agreement)

In consideration of the execution or renewal of a lease of the dwelling unit identified as _____, **Bellingham, WA 98225**, Westview Real Estate, Inc., the "Owner's Agent", and _____, the "Tenant(s)", agree as follows:

1. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall **always & only use specified High Efficiency Detergents** with washer provided in dwelling unit.
2. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall always clean your washer as per the product manual using the cleaning cycle **no less than once a month** using the "Clean Washer" cycle.
3. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall always leave the door and dispenser unit slightly ajar for a period of time after the laundry is done to give the front-load washers and the detergent/softener dispenser drawer time to dry out.
4. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall never leave a wet washload in the washer overnight and will remove it when the washing cycle is complete and leave the door open.
5. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall use softener sheets in the dryer instead of liquid softeners in the washer.
6. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall weekly wash some loads such as whites, linen and towels in warm or hot water to help flush out wash residue.
7. Tenant, any member of the tenant's household or a guest or other person under the tenant's control shall operate all appliances according to manufacturer's instructions.
8. Tenant acknowledges receipt of "Caring for High Efficiency Front Load Washers" at time of signing this addendum.
9. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

Failure to comply with any part of this Laundry Addendum will be considered a breach of this lease agreement and may result in charges to the Tenant for cost to repair or replace machine located in Tenant's dwelling unit, at Landlord's discretion.

This LEASE ADDENDUM is incorporated into the lease executed or renewed this ____ day of _____, between Owner/Agent and Tenant.

Tenant: _____ Date

Tenant: _____ Date

Tenant: _____ Date

Landlord: Westview Real Estate, Inc. as Owner's Agent Date

(Addendum To Lease Agreement)

This is an Addendum to the Lease Agreement dated _____, between _____, Tenant(s) and **Westview Real Estate, Inc.**, Landlord; regarding the Property located at _____, **Bellingham, WA 98225**; subject to all of the underlying provisions of the aforementioned Lease Agreement. Landlord and Tenant(s) agree to the following:

AMENITIES

- **Bike Storage:** Bike may be stored in the designated bike storage area(s) on level P1. Any tenant having a bicycle in unit on balcony or in hallways will incur a \$25.00 penalty for each offense.

ADMINISTRATIVE

- **Personal Online Tenant Account:** This is your source for personal tenant information, such as your rent and other fees, as well as a host of building-wide information. On or around your move-in date, you will receive a "Welcome to Westview Real Estate" email from donotreply@managebuilding.com. This email will invite you to create an account on our website (<http://www.westviewrentals.com>). Once you create your online account, you can:
 - Pay your rent & set up automatic monthly payments (payments made through your tenant account are subject to convenience fees)
 - Review your payment history
 - Submit maintenance requests
 - Review policies
- **Mailbox:** The mailboxes are located in the main lobby entrance of the building. Your mailbox key and mailbox number will be presented to you with your other access devices upon move-in.
- **After-hours Access for Visitors:** There is a call box located at the Main Lobby Entrance to The Shearwater. When your guest arrives, he or she will be able to find your apartment number in the call box list and press the 'Call' button or type your unit number and '#,' which will dial your cell phone number. Once picking up the call & after verifying the identity of the caller, you can press the #9 to temporarily unlock the front door. We reserve the right to cancel this feature at any time without notice. Your guest will need to know your apartment number to call you from the call box.
- **Monthly and Guest Parking:** There is a two-level parking garage at _____. All parking spaces are assigned. Monthly parking spaces may be available to rent for an additional amount, but is not guaranteed. **Guest parking is NOT available at The Shearwater. Any vehicles parked in the lot anywhere other than its pre-assigned space is subject to towing at the vehicle owner's expense.**
- **Deliveries and Package Acceptance:** The Landlord will accept deliveries for residents, but because the management office is not located on-site, packages are most often left at the tenant's apartment door. Should the resident choose to ship packages to the Management Office, packages will be stored at the Leasing Office and can be picked up anytime during office hours. Due to limited storage space, please pick up your packages from the Landlord as soon as possible. Management cannot assume any responsibility for the package, delivery or damage resulting from the delivery, whether to the Management Office or to the Tenant's residence.
- **Disturbances, Noises, etc.:** Your apartment is your home, but it is not a free-standing house. Please be considerate of your neighbors. Residents are requested to control the volume of stereos, televisions and musical devices within the apartments to the extent they do not disturb residents of other apartment homes. Excessive noise, disorderly conduct or disturbing other residents is not permitted at any time per the lease agreement.

MAINTENANCE

Please feel to contact us at (360) 647-3499 if you have any questions or concerns. For after-hours emergencies, please contact our main number and follow the prompts.

- **Maintenance Service Requests:** To make maintenance requests, log in to your account on our website. Click the "Contact us" tab. Be sure to include either permission for the Maintenance Manager or Repairman to enter your apartment in the event you are not home, or whether you'd like to be home during the maintenance call. Permission to enter a home must always be provided to the office in writing if you are not going to be present in the apartment. Emails are an acceptable form of written permission. Maintenance and repairs will be conducted during normal business hours. Please notify management immediately of any emergencies including any plumbing leak of a serious nature, frozen water lines, lack of heat in winter, loss of use of toilet when there is only one facility in the unit, refrigerator or electrical failure, or a similarly significant issue arises. Any expense incurred by management as a result of mistreatment of the apartment or common areas, insofar as necessary, will be assessed against the resident responsible. If for any

reason it should be necessary to call for FIRE, RESCUE or POLICE assistance, please call the emergency service directly or 911 rather than the Leasing office for help. Notify management immediately after calling the Police, Fire Department, etc.

- **Trash and Recycling:** The dumpsters are located at the east end of the building, at the alley off of level P1. Please break down the items as much as possible for easy disposal. When disposing of boxes please break them down as they take up a large amount of space in the recycling bin and tend to fill up quickly. If you have any household items, electronics, furniture or anything of that nature that needs to be disposed, please do not leave them anywhere in the building. You are responsible for disposing of these large household items elsewhere.
- **Care of Your Appliances:** Your **high-efficiency washers** require specific care. Please refer to the addendum included in your lease for specific instructions. There are also some appliance care documents on our website for your convenience.
- **Vinyl Flooring Care:** Your vinyl flooring requires specific care. Please **do not** use wax, oil soap, dusting sprays or other household cleaners on flooring. Acceptable methods of cleaning include vacuuming, dust mopping, polishing with a floor polisher fitted with a lambs' wool or felt pad, and wiping with a soft, damp cloth.
- **Locks and Resident Lockouts:** Alterations or replacement of locks on the interior or exterior of any door must be installed by our maintenance team with written management approval and when deemed necessary, charged to the resident. Residents locked out after business hours may call the emergency maintenance number at **(360) 647-3499** and follow the prompts for emergency maintenance. A member of our maintenance team will respond as soon as possible, but tenant(s) may be instructed to call a locksmith at the Tenant(s)'s own expense. **Please note that the after hours lock out service is offered as a courtesy that is not guaranteed and is subject to Westview's discretion.** Photo identification will be required for entry into the apartment. A \$100 fee is due at time of service. If you misplace a key, access card or garage fob, new access devices can be acquired at the Property Management office. A fee of \$15 per key or \$50 per garage opener will be required.
- **Patios and Balconies:** Please help us maintain an attractive community by keeping your patio or balcony neat and free of unsightly clutter. Patio furniture, propane gas grills and plants are allowed; however, clothing, bicycles, mops, fencing, partitions and other such items are not permitted. Final determination of any questionable displays will be solely at the discretion of management. Please note that this is a non-smoking community and smoking is not permitted at any time within the building or on the decks.
- **Periodic Inspections and Preventive Maintenance:** Routine inspections of apartments are conducted by management to ensure the proper and sanitary use of the apartment units. Inspections of apartment fixtures, appliances, and features are conducted regularly to ensure that all fixtures, appliances and features are in good working condition. A 48-hour Notice of Entry letter will be posted at the residence for all preventive maintenance inspections. Residents will be notified when their apartment will be or has been entered by management or maintenance. Prior notice will be given to residents, unless entry is necessary due to an emergency or unless the resident has requested a maintenance service request.
- **Light Bulb Replacement:** Residents are responsible for the replacement of their own light bulbs. Please submit a service request if you need assistance with replacement of a difficult-to-reach bulb. This service will be charged at a minimum of \$45/hr (1 hour minimum). Please be sure to replace bulbs with the correct voltage for your own safety and to avoid any damage.

HELPFUL TIPS:

1. Do not use chlorine tabs in toilets as they are bad for the plumbing system. In addition, the dishwasher and washing machine require HE (high efficiency) laundry detergent as they will not function properly with regular detergent.
2. The following items should never be put into your garbage disposal: artichoke peels, potato peels, onion peels, Celery peels, oil, egg shells, plastic, fruit seeds and cores, banana peels, rice, popcorn kernels, pasta noodles and bones. ****Note: To sharpen the blades in your garbage disposal, turn on the water and place a few ice cubes down the disposal. If odors are emanating from your garbage disposal, try running small pieces of an orange through the disposal. Please make sure to cut the orange into small pieces.**
3. If the lights go out or the electricity clicks off somewhere in the home, try resetting the breaker in the main breaker box (gray colored panel) prior to contacting the office or after-hours number.

Failure to comply with any part of this Addendum will be considered a breach of this lease agreement and may result in charges to the Tenant for cost to repair or replace machine located in Tenant's dwelling unit, at Landlord's discretion.

This LEASE ADDENDUM is incorporated into the lease executed or renewed on the date written above, between Owner/Agent and Tenant.

Tenant: _____ Date _____

Tenant: _____ Date _____

Tenant: _____ Date _____

Landlord: Westview Real Estate, Inc. as Owner's Agent Date _____

Initials: _____