

RESIDENTIAL MONTH TO MONTH &/OR LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the ____ day of _____, 20____, by and between the Owner/Lessor: Alturra, LLC, (hereinafter referred to as "Landlord"), and the Tenant/Lessee(s):

1) _____

(2) Co-signer/Tenant #2 _____, hereinafter referred to collectively as "Tenant". All Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in King County, Washington, with address of: 306 Summit Ave. E., Seattle, WA 98102 UNIT # _____, including the following items of personal property:

_____.

2. TERM OF LEASE: The term of this Agreement shall be (check one):

a) _____ A MONTH TO MONTH tenancy beginning _____, 20____.

1) At least twenty (20) days prior to the end of the month that the tenant wishes to terminate the lease, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the month. At any time during a month-to-month Lease Landlord may terminate the month-to-month Lease for just cause by serving Tenant with a written notice of termination including the reasons for the termination and the facts supporting those reasons. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice; OR

b) _____ A LEASE for a term of _____ months beginning _____, 20____ and ending _____, 20____.

1) Upon expiration of the above-stated initial term of Lease, all Tenant's rights to occupy the premises shall cease without right to extend the term hereof unless a new Lease for a specified term is agreed upon by Tenant and Landlord.

3. RENT: Tenant shall pay monthly rent and other charges in the following amounts:

MONTHLY PREMISES RENT

OTHER MONTHLY CHARGES (SPECIFY)

TOTAL RENT

The total amount set forth above is payable in advance by the 1st day of each and every month during said term to Landlord at the above address. Any rent unpaid by the due date is termed delinquent. Landlord may, at Landlord's option, apply funds received from Tenant to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental, and past due rent, and current rent. At any time during a month to month tenancy, rent may be increased on 30 days written notice, except for housing cost increases for properties within the Seattle city limits where the increase exceeds 10% annually, which shall require 60 days' written notice.

a) Rent received on or after the 4th day of each month shall result in assessment against Tenant of a \$20 late payment charge, which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid.

b) Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$25 returned check fee. Should Tenant submit a check that is dishonored or returned for insufficient funds, or should Tenant offer payment to cure any default such as following receipt of a Notice to Pay or Vacate, Tenant shall make such payment by cash, cashier's check or money order. If Tenant gives Landlord two checks that are returned for nonpayment, all future payments by Tenant shall be made by cash, cashier's check or money order. Notwithstanding the foregoing, Landlord may issue a Three Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

c) If for reason of non-payment of rent Landlord shall give a statutory Three (3) Day Notice to Pay Rent or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq. Tenant agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$100 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice. If this sum is not paid by the notice deadline, Landlord is entitled to remove that sum from Tenant's deposit and Tenant is required to replenish said deposit to its full amount at time of move-in.

4. DEPOSIT: Tenant agrees to pay the sum of \$_____ as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. The deposit shall be kept in an account with First Republic Bank, whose address is 947 SW Broadway, Portland, OR. Tenant's liability is not limited by the amount of the deposit. Tenant is prohibited from applying any amount of the deposit to rental or other payments owed to Landlord. At the conclusion of the tenancy, Tenant shall provide Landlord with a single forwarding address to which the deposit accounting and any refund are to be sent. Any refund will be by a single check payable to all individual Tenants and they shall apportion any refund among themselves. Landlord's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Tenant's forwarding address within 14 days after termination of this Agreement and vacation of the premises, conditioned upon Tenant's compliance with this Agreement and the following:

- a) Tenant shall have complied with all the conditions of this Agreement.
- b) Except for charges imposed pursuant to paragraph #4 hereof, Tenant shall clean and restore the premises to its condition at the commencement of this tenancy as evidence by the Property Condition Checklist, which is incorporated herein by reference, less wear and tear from normal usage. Tenant agrees that soiling, staining, existing cigarette smoke odors are not wear and tear from normal usage. Tenant also agrees to follow Unit Check Out Cleaning Form for move out preparation and will be charged accordingly if not followed. This Form is provided as Addendum D.
- c) Tenant shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Landlord.
- d) Labor for cleaning and repairing the premises shall be at the rate of \$75 per hour, excepting labor performed by parties other than Landlord or agent, which shall be assessed at its actual cost.
- e) Tenant's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges.
- f) If Tenant wants cash at move out there will be a \$50 cash handling fee.

Any refund from deposit will be mailed to all Tenant(s) with a single check at their last known address (or such other single address as they provide for that purpose) within 14 days of vacancy of the Premises.

5. NON-REFUNDABLE CHARGES AND/OR PROCESSING FEES: Tenant agrees to pay the sum of \$150 as a non-refundable charge which shall be used for Administration Fee, which sum shall not be refunded under any circumstances. Landlord may recover from Tenant any costs incurred not covered by this fee. This is in addition to the \$40

application screening fee included on top of the \$_____ security deposit submitted with the tenant's application.

6. PREPAYMENTS: Tenant has made a prepayment of last month's rent of \$_____. Tenant is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.

7. SUMMARY OF FUNDS RECEIVED:

ITEM	CHARGE	PAYMENT REC'D	REMAINING OWING	DUE DATE FOR UNPAID AMTS.
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First Month's Rent				
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Application Processing Fee				
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Non-Refundable Fees				
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Refundable Security Deposit				
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Other Payments (Describe)				
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Total:				
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8. UTILITIES: Tenant will provide and pay for the following utilities (indicate those that apply):

☐ Electric, ☐ Gas, ☒ Telephone, ☒ Cable Television, ☐ Water, ☐ Garbage pick-up, ☐ Internet.

Landlord will provide and pay for the following utilities (indicate those that apply):

☒ Electric, ☒ Gas, ☐ Telephone, ☐ Cable Television, ☒ Water, ☒ Garbage pick-up, ☒ Internet.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. DELIVERY OF NOTICES: Any giving of notice under this Lease shall be made by Tenant in writing, using Standard Calhoun Property Management Issued Notices and delivered to the office in a timely manner as described on the Standard Form. Tenant will be given the proper notice after request has been made to Landlord or Landlord's Agent. Handwritten notes from Tenant will not be accepted as proper notice. Tenant

may use Certified or registered mail if desired but, delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed face up on Tenant's Door. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

10. OBLIGATIONS AND DUTIES OF TENANT: In compliance with Revised Code of Washington § 59.18.130:

Each tenant shall pay the Lease amount at such times and in such amounts as provided for in the Lease agreement or as otherwise provided by law and comply with all obligations imposed upon tenants by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations, and in addition shall:

- a) Tenant understands that between 10 pm and 8 am premises are to be quiet, and that you agree to keep stereos and TV low at those times;
- b) Tenant understands that between 8 am and 10 pm premises are to be quiet, and that you agree to keep stereos and TV at a reasonably audible level, so as not to disturb other tenants.
- c) Keep that part of the premises which he or she occupies and uses as clean and sanitary as the conditions of the premises permit;
- d) Properly dispose from his or her dwelling unit all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by the tenant;
- e) Not intentionally or negligently destroy, deface, damage, impair, or remove any part of the structure or dwelling, with the appurtenances thereto, including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his or her family, invitee, licensee, or any person acting under his or her control to do so. Violations may be prosecuted under chapter 9A.48 RCW if the destruction is intentional and malicious;
- f) Not permit a nuisance or common waste;

g) Not engage in drug-related activity at the Lease premises, or allow a subtenant, sub-lessee, resident, or anyone else to engage in drug-related activity at the Lease premises with the knowledge or consent of the tenant. "Drug-related activity" means that activity which constitutes a violation of chapter 69.41, 69.50, or 69.52 RCW;

h) Maintain the smoke detection device, located in unit, in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required in RCW 48.48.140(3);

i) Not engage in any activity at the Lease premises that is:

- Imminently hazardous to the physical safety of other persons on the premises; and
- (i) Entails physical assaults upon another person which result in an arrest; or (ii) Entails the unlawful use of a firearm or other deadly weapon as defined in RCW 9A.04.110 which results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352. Nothing in this subsection (8) shall authorize the termination of Lease and eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon;

j) Not engage in any gang-related activity at the premises, as defined in RCW 59.18.030, or allow another to engage in such activity at the premises, that renders people in at least two or more dwelling units or residences insecure in life or the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences. In determining whether a tenant is engaged in gang-related activity, a court should consider the totality of the circumstances, including factors such as whether there have been a significant number of complaints to the landlord about the tenant's activities at the property, damages done by the tenant to the property, including the property of other tenants or neighbors, harassment or threats made by the tenant to other tenants or neighbors that have been reported to law enforcement agencies, any police incident reports involving the tenant, and the tenant's criminal history.

k) Upon termination and vacation, restore the premises to their initial condition except for reasonable wear and tear.

l) Not permit any person to occupy the Premises other than those persons identified as Tenant/Lessee. Guests of Tenants staying a maximum of 1 day are

permitted within any given one-week period and do not require authorization by Landlord. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$25.00. All overnight guests are to abide by tenant rules.

m) Not allow more than 2 guests into the building at any given time. All guests must abide by tenant rules. Guests' visitation is between 7:00 AM and 10:00 PM daily.

n) Tenant shall not block open or provide access through any security doors, nor shall Tenant disable any security devices on the Premises.

o) No pets.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

11. ALTERATIONS: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. If Tenant chooses to bring his/her own furniture onto the Premises and the furniture causes indentations in the carpet which cannot be removed, then Tenant will be charged for the replacement cost of the carpet upon move-out. _____ (initials required)

12. LANDLORD ENTRY AND LIEN: Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

13. MODIFICATION OF THIS LEASE: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect. Landlord may at any time revise or change this agreement by giving tenant thirty (30) days notice.

14. NO ASSIGNMENT: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.

15. LOCK OUT SERVICE: Contact Resident Manager FIRST for lockouts. If unable to reach Resident Manager, Call Dirk at (206) 963-6073 for assistance. Lost keys are a \$35 fee.

16. EARLY TERMINATION OF LEASE: If Tenant wishes to terminate lease prior to lease end as noted in Section 2, Landlord requires Tenant to ask for and submit prior to the 10th of the current month the Early Termination of Lease/Sublet Agreement. All rent shall still be paid on time and in the full amount. Once the Landlord receives the required written notice of Tenant's intent to vacate, Landlord will make every effort to re-rent Tenant's unit. Pro-rated rent for the month, if any, will be refunded back to original Tenant once a new lease is signed. Refunded rent will be calculated by the amount per day from new lease signing till the end of the month and will be mailed to original Tenant within 14 days.

Early termination of lease is subject to a non-refundable fee amounting to the equivalent of one (1) month's rent at Tenant's current rent rate. If Tenant fails to give proper notice of intent to vacate by the 10th of the month, there will be an additional \$150 Administrative Fee charged. These fees are in addition to the above pro-rated rent calculation, as well as, the Non-Refundable portion of the security deposit noted in Paragraph 5 and any other damages, repairs or other associated fees needed to return unit to move-in condition.

17. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT and noted are:

- A. _____ Smoke Detector and Fire Safety Disclosure Notice
- B. _____ Property Condition Report
- C. _____ Building Rules Addendum
- D. _____ Unit Check Out Cleaning Form
- E. _____ Loft Units Waiver
- F. _____ Roof Waiver
- G. _____ Internet Service Addendum
- H. _____ Shortening the Term of Tenant's Lease
- I. _____ Seattle Landlord-Tenant Laws
- J. _____ Mold Addendum

- K. _____ Assistance Animal Addendum
L. _____ Co-Signer Addendum

18. ADDITIONAL PROVISIONS:

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

LANDLORD

Sign: _____ Print: _____
_____ Date: _____

TENANT

Sign: _____ Print: _____
_____ Date: _____

CO-SIGNER/TENANT 2

Sign: _____ Print: _____
_____ Date: _____

Addendum A:
FIRE SAFETY DISCLOSURE NOTICE

TO: _____ UNIT #: _____
ADDRESS: Alturra @ 306 Summit Ave. E., Seattle, WA 98102

1. SMOKE DETECTOR(S) The above described unit is equipped with smoke detection device(s) as required by RCW 48.48.140(3).

The smoke detection devices in the rental unit are:

☒ [XX] hard wired;

☐ [] Battery operated.

It is the TENANT'S RESPONSIBILITY to maintain the smoke detection device in proper operating condition in accordance with the manufacturer's recommendations, including providing replacement batteries as required.

A fine of not more than TWO HUNDERED DOLLARS *(\$200.00) is imposed for failure to comply with these provisions of RCW 48.48.140(3) and 59.18.130(7). Failure to maintain the smoke detection unit is also grounds for termination of tenancy.

2. FIRE SPRINKLER SYSTEMS: The rental unit & building:

☒ [XX] is equipped with a fire sprinkler system;

☐ [] is NOT equipped with a fire sprinkler system.

3. FIRE ALARM SYSTEM: The rental unit and building:

☒ [XX] is equipped with a fire alarm system;

☐ [] is NOT equipped with a fire alarm system.

4. SMOKING POLICY: The rental unit and building:

☒ [XX] has a non-smoking policy in effect;

☐ [] does NOT have a non-smoking policy in effect.

5. EMERGENCY NOTIFICATION PLAN: The building:

☐ [] has an emergency notification plan in effect, a copy of which is attached.**

☒ [XX] does NOT have an emergency notification plan in effect.

6. EMERGENCY RELOCATION PLAN: The building:

☐ [] does have an emergency relocation plan in effect, a copy of which is attached. **

☒ [XX] does NOT have an emergency relocation plan in effect.

7. EMERGENCY EVACUATION PLAN: The building:

☐ [] has an emergency evacuation plan in effect, a copy of which is attached.**

☒ [XX] does NOT have an emergency evacuation plan in effect.

(** indicates a copy is attached)

This notice and your signature are REQUIRED. By signing, you acknowledge that you have received a copy of this notice signed by both yourself (yourselves) and the landlord/agent.

Dated in: Seattle, WA. On: _____

Landlord/agent: _____

Tenant: _____

Co-Signer/Tenant 2: _____

Addendum C.

Building Rules:

1. ABSOLUTELY NO SMOKING IN UNIT OR BUILDING. Smoking areas are provided outside. Violation will result in a \$250 fee.
2. NO ILLEGAL DRUG ACTIVITY ALLOWED IN OR AROUND PROPERTY.
3. No candles in rooms.
4. No BBQs on roof decks.
5. No guest visitation after 10PM.
6. Deposit your trash and recyclables in the corresponding containers.
7. Clean up your mess after using the cooking facilities; wash and put away your dishes.
8. If you use the stove or microwave oven, clean it for the next tenant.
9. Quiet hours are strictly enforced from 10 pm to 8 am every day of the week. Remember TV and radio volumes can carry beyond your walls; be respectful of your neighbors.
10. Keep common areas clean. If you make a mess, please clean it up.
11. Report damages and problems to Resident Manager ASAP, 24/7.

For building information and maintenance requests, go to www.aPodment.com and visit our Residents page.

Dated: _____ I acknowledge receipt of a copy hereof.

Calhoun Properties: _____

Tenant: _____

Co-Signer/Tenant 2: _____