# Long Life Enterprises LLC Residential Tenancy Agreement

901 Boren Ave. #1700, Seattle, WA 98104, Tel (206) 898-5317, Email: Longlife-Enterprises-LLC@hotmail.com

## THIS LEASE (the "Lease") dated this 8/4/2016

#### **BETWEEN:**

Long Life Enterprises LLC

Address: 901 Boren Ave. #1700, Seattle, WA 98104

Telephone: (206) 898-5317, Email: Longlife-Enterprises-LLC@hotmail.com

(the "Landlord or its agent") OF THE FIRST PARTY

## Bryan A Briones Ortiz, Domenica C Mata Rodriguez

(the "Tenant") OF THE SECOND PARTY

**IN CONSIDERATION OF** the Landlord or its agent leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord or its agent and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

### **Leased Premises**

- 1. The Landlord or its agent agrees to rent to the Tenant the house municipally described as **650 NE 42nd Street** (or **4200 Pasadena Pl. NE**) **#8, Seattle, WA 98105**, (the 'Premises') for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private multiple-family residence.
- 2. Subject to the provisions of this Lease, apart from 2 (**Two**) adults and no minor who is the tenants of the lease, no other persons will live in the Premises without the prior written permission of the Landlord or its agent.
- 3. No guests of the Tenants may occupy the Premises for longer than one week without the prior written consent of the Landlord or its agent.
- **4.** No any other pet or dog weighing 50 LBs or more is allowed to be kept in or about the Premises. If this privilege is abused, the Landlord or its agent may revoke this privilege upon thirty (30) days' notice.
- 5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the designated parking (the 'Parking') on or about the Premises for free. Only properly insured motor vehicles may be parked in the Tenant's space.
- 6. The Premises are provided to the Tenant without any furnishings.
- 7. The Tenant agrees and acknowledges that the Premises have been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Premises nor permit any guests or visitors to smoke in the Premises.

#### Term

- 8. The term of the Lease is for 12 to commence at 12:00 noon on 9/1/2016 and terminates at 12:00 noon on 8/31/2017.
- 9. Notwithstanding that the term of this Lease commences on <u>9/1/2016</u>, the Tenant is entitled to possession of the Premises at 12:00 noon on **9/1/2016**.

## 10. Early termination of Lease

- (a) In the event of early termination for any cause, security deposit shall be forfeit. The security deposit will not be applied to charges for unpaid rent, cleaning, or damage in case of early termination.
- (b) In the event of early termination for any cause, Tenant will repay Landlord the full amount of any rent incentive or free rent given as a move-in incentive. Amount given was \$0.00.

## 11. Termination Notice

Twenty (20) days prior to the end of the lease or in the event this tenancy should continue beyond the term period covered under Caluse#8 herein above, and tenancy continues on a month-to-month basis. Twenty (20) days written notice to terminate tenancy must be given to Landlord prior to the end of any monthly term. According to the term of this lease, Rent has been prorated to the first day of each calendar month. Tenant understands that month-to-month occupancy is a residency running from the first to the last day of the following month. Tenant understands that the landlord and its agent may charge month-to-month fee which will be notified by the landlord or its agent no less than 20 days prior to the rental month. Tenant understands that if such notice is not given, tenant will be obligated for the next month's rent, as provided by Washington State Law. Tenant agrees that if Tenant remains in possession of said apartment after date of intention to vacate, Tenant will pay a daily rental of Two Hundred Dollars (\$200.00) thereafter. Tenant further agrees to promptly vacate if Tenant unable or fails to pay the rent, or comply with any other provision in the Lease Agreement.

### 12. **Rent**

Subject to the provisions of this Lease, the rent for the Premises is \$1315 (One Thousand Three Hundred Fifteen US Dollars) thereafter every month, which includes any charge for the Parking (collectively the 'Rent'), which is described as below:

Monthly Premises Rent	\$1315.00
Monthly Parking Space Rent	\$0.00
Monthly Storage Looker Rent	\$0.00
Monthly Utility Rent (Refers to Clause 31)	\$90.00
Other Monthly Charges (Specified)	\$0.00
Total Monthly Rent	\$1405.00

- 13. The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the "Long Life Enterprises LLC" at 901 Boren Ave. #1700, Seattle, WA 98104, or direct deposit into "Long Life Enterprises LLC" in any branch of Chase Bank, or online payment to Longlife-Enterprises-LLC@hotmail.com through Chase QuickPay, or at such other place as the Landlord or its agent may later designate.
- 14. **Payment should be in check, Money Order or Cashier's Check. No cash is acceptable.** Any rent unpaid by the due date is termed delinquent. Without waiver of any rights or claims arising out of delinquent rent, including but not limited to issuance of a Three Day Notice to Pay Rent or Vacate immediately upon any rent delinquency. Rent received on or after the 6th of each rental month shall result in assessment against Tenant of a \$50.00 late payment charge plus \$10.00 each additional day thereafter rent remain delinquent. The late payment charge and delinquent fee must be paid at the time the delinquent rent is paid. Any dishonored check shall be treated as rent unpaid and shall be subject to the aforementioned late payment charge, plus a \$50.00 fee for special handling. Should Tenant submit a check which is dishonored or returned for insufficient funds, or should Tenant make a tender of payment to cure any default such as following receipt of a Pay or Vacate Notice, Tenant shall make any payment curing the default by cash or certified check. Tenant agrees to pay \$50 for each special security key, and \$25 for each standard key.
- 15. NOTICES. Landlord may give the following notices as circumstances may warrant: (a) Three (3) day notice to pay rent or vacate, (b) Ten (10-day notice to comply with any of the terms of this Agreement or to vacate the premises; (c) Three (3) day notices to vacate the premises for committing a waste upon the premises or for setting up or carrying on any unlawful business, or permitting or maintaining a nuisance on or about the premises. Tenants agree to pay a charge of \$150 to landlord for delivery of each said notice.
- 16. Payments will be applied to the fees charged and utilities if any first, then to your rent.
- 17. Upon move-in, Tenant agrees to pay the sum of \$200.00 as a non-refundable fee for administrative costs and the professional carpet/hardwood floor cleaning after vacating. No portion of this fee will be refundable under any circumstance. Stains, insect/flea infestation, odors, blind cleaning, general cleaning & repairs will be deducted from your security deposit. In the event this fee is waived, carpet/hardwood floor cleaning costs will be deducted from the security deposit.
- 18. Tenant acknowledges he (she) has inspected the apartment and that said apartment is in good condition with the exceptions as noted on "Inspection Form". If Tenant fails to notify Landlord or its agent a written statement within three (3) days after occupancy of any deficiencies not previously noted or fails to sign and turn this form to the landlord or its agent, then the condition noted hereunder shall be the conclusive determination of the apartment condition at time of occupancy. THIS REPORT WILL BE USED TO DETERMINE THE REFUND OF SECURITY DEPOSIT (IF ANY) AT THE END OF YOU LEASE/OCCUPANCY.

## **Security Deposit**

- 19. In execution of this Lease, the Tenant will pay the Landlord or its agent a security deposit of \$1000 (One Thousand American Dollars, the 'Security Deposit').
- 20. The Landlord or its agent will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
- 21. During the Term of this Lease or after its termination, the Landlord or its agent may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Premises or building:
  - h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
  - i. a "lock-out" fee, payable upon entry, for anyone who loses their keys or locks themselves out of their apartment. Charges will be \$50.00 from 9:00 a.m. to 8:00 p.m., and all other hours will be \$100.00;
  - j. replacement of locks and/or lost keys to the Premises and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
  - k. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord or its agent may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord or its agent.

- 22. The Tenant may not use the Security Deposit as payment for the Rent.

#### Pet Fee

24. Tenant agrees to pay \$120 (One Hundred Twenty US Dollars) of non-refundable pet fee for one cat.

#### **Quiet Enjoyment**

25. The Landlord or its agent covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

#### **Inspections**

26. The Landlord or its agent and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy (Attached checklist). Tenant acknowledges he (she) has inspected the apartment and that said apartment is in good condition with the exceptions as noted hereunder. If tenant fails to notify landlord or its agent by a written statement within three (3) days after occupancy of any deficiencies not previously noted, or fails to turn the move-in checklist in, then the condition noted hereunder shall be the conclusive determination of the apartment condition at time of occupancy. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord or its agent and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers in compliance with the Act.

### **Renewal of Lease**

27. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Landlord or its agent and the Tenant cannot agree as to the amount of the Rent, then the tenancy is terminated.

#### **Tenant Improvements**

- 28. The Tenant will obtain written permission from the Landlord or its agent before doing any of the following:
  - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);
  - changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
  - g. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

#### **Utilities and Other Charges**

- 29. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises, water and sewage, garbage and recycling.
- 30. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: **Electricity**, **telephone**, **cable**, **internet**, **and all other public utilities charged against the Apartment except those paid by the Landlord**.
- 31. The Tenant agrees to pay \$45.00 utility copayment per month for each occupant with total of \$90.00 per month. The utility copayment is subject to be adjusted at any time during the lease term. The landlord and its agent have to give the tenant 30 (Thirty Day) advanced written notice
- 32. The Landlord will be responsible for the full payment of condominium fees if any.

#### Insurance

- 33. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord or its agent for either damage or loss, and the Landlord or its agent assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
- 34. The Tenant is not responsible for insuring the Landlord or its agent's contents and furnishings in or about the Premises for either damage or loss not from the Tenant and its guest/invitees' negligence, and the Tenant assumes no liability for any such loss.
- 35. The Tenant is responsible for all damage caused to the premises as the result of the negligence of the Tenant, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

### 36. Insurance Option:

[ ] Renters insurance is req	uired. Resident agrees to obtain insurance protecting the premises from loss or damage caused by
Tenant/Guest or Tenant/Guest's	s negligence and understands that any insurance that Landlord maintains is not for the benefit of the
Tenant. A minimum of	Dollars of liability coverage needs obtained. The Tenant is required to provide proof of current
renters insurance policy within 3	30 days of occupancy and at least renewal.

[X] Renters insurance is not required. However, it is recommended that the Tenant obtain renters insurance to protect the Tenant's personal property and to cover the Tenant's liability for Tenant's or its guests' negligence.

#### **Abandonment**

37. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord or its agent may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord or its agent's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord or its agent's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord or its agent's right of re-entry is exercised following abandonment of the premises by the Tenant, then the Landlord or its agent may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord or its agent may dispose of all such personal property in any manner the Landlord or its agent will deem proper and is relieved of all liability for doing so.

#### **Attorney Fees**

38. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

### **Governing Law**

39. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Washington, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

- 40. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Washington (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 41. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.
- 42. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

## **Amendment of Lease**

43. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Assignment and Subletting**

44. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise without Landlord and its agents' written consent, will be void and will, at Landlord or its agent's option, terminate this Lease. Tenant(s) agree that Landlord will charge \$150 (One Hundred Fifty US Dollars) for subletting and transferring the lease.

#### **Damage to Premises**

45. If the Premises, or any part of the Premises, is partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenantable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord or its agent decides not to rebuild or repair the Premises, the Landlord or its agent may end this Lease by giving appropriate notice.

### Maintenance

- 46. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- 47. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
- 48. Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

#### **Care and Use of Premises**

- 49. The Tenant will promptly notify the Landlord or its agent of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- 50. Vehicles which the Landlord or its agent reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

- 51. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord or its agent, disturbs the comfort or convenience of other tenants.
- 52. The Tenant will keep the Premises reasonably clean.
- 53. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
- 54. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 55. The Landlord or its agent and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 56. The Landlord or its agent will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
- 57. The Tenant will use reasonable efforts to maintain the Premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord or its agent in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.
- 58. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or at the Tenant's direction without the prior, express and written consent of the Landlord or its agent. Notwithstanding the above provision, the Tenant may place election signs on the Premises during the appropriate time periods.
- 59. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord or its agent will be notified in advance as to the name, address and phone number of this said person.
- 60. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
- 61. Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Premises are located and taken into the Tenant's Premises.
- 62. Any barbecue grill or other outdoor cooking device is prohibited to operate within Ten (10) feet of any physical structure of the building(s).
- 63. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.
- 64. Water-Heater: Pursuant to RCW 19.27, the State of Washington requires that upon occupancy, the temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than a 120 degree Fahrenheit. Tenant acknowledges that, if accessible, Tenant has inspected that hot-water heater and to the best of Tenant's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

## **Hazardous Materials**

65. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **Rules and Regulations**

66. The Tenant will obey all rules and regulations posted by the Landlord or its agent regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

#### **Lead Warning**

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

#### **Mediation and Arbitration**

68. If any dispute relating to this Lease between the Landlord or its agent and the Tenant is not resolved through informal discussion within fourteen days from the date a dispute arises, the parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the parties. Any mediator or arbitrator must be a neutral party acceptable to both the Landlord or its agent and the Tenant. The cost of any mediations or arbitrations will be shared equally by the parties.

### **Address for Notice**

- 69. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
  - a. the address of the Tenant is the Premises during this tenancy, and \_\_\_\_\_\_\_ after this tenancy is terminated. The phone number of the Tenant is \_\_\_\_\_\_, and the Email address
  - b. the address of the Landlord or its agent is 901 Boren Ave. #1700, Seattle, WA 98104 both during this tenancy and after the Lease is terminated. The phone number of the Tenant is (206) 898-5317, Email address is Longlife-Enterprises-LLC@hotmail.com.

The Landlord or its agent or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

### **General Provisions**

- 70. All the communication with emails, text messaging, online sharing documents, fax are constituted notifications and documents.
- 71. Any waiver by the Landlord or its agent of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord or its agent's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord or its agent's rights in respect of any subsequent default or breach.
- 72. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 73. All sums payable by the Tenant to the Landlord or its agent pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord or its agent as rental arrears.
- 74. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 75. Locks may not be added or changed without the prior written agreement of both the Landlord or its agent and the Tenant, or unless the changes are made in compliance with the Act.
- 76. The Tenant will be charged an additional amount of \$35.00 (Thirty-Five US Dollars) for each N.S.F. check or check returned by the Tenant's financial institution.
- 77. The Tenant will professionally steam clean the carpets on a yearly basis or may charge the Tenant for the service. At the termination of this Lease the Landlord or its agent will have the carpets professionally steam cleaned.
- 78. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 79. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by the Landlord or its agent, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
- 80. This Lease may be executed in counterparts. Facsimile and electronic signatures are binding and are considered to be original signatures. All the agreements and notice from the smart phone text and the emails are considered as written legal documents.
- 81. Time is of the essence in this Lease.
- 82. This Lease will constitute the entire agreement between the Landlord or its agent and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.

- 83. The Tenant will indemnify and save the Landlord or its agent, and the owner of the Premises where different from the Landlord or its agent, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord or its agent will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
- 84. The Tenant agrees that the Landlord or its agent will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord or its agent or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
- 85. The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord or its agent's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
- 86. During the last 60 (Sixty) days of this Lease, the Landlord or its agent or the Landlord or its agent's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises.
- 87. Summary of funds received and due:

<b>Description</b>	Amount	Paid	Date	Paid	Date	Accounting code
	<u>required</u>					
	to move-in					
<u>Charges</u>						
Administration Fee	\$0.00	\$0.00				3110
Application Fee	\$90.00	\$90.00				3210
Pet Fee	\$0.00	\$0.00				3330
First Month Rent	\$1315.00	\$0.00				3441
Utility Sur-Charge	\$90.00	\$0.00				3442
Non-refundable fees	\$200.00	\$0.00				3130
<u>Parking</u>	\$0.00	\$0.00				3120
Total Charge	\$1695.00	\$90.00				
Deposit						
Security	\$1000.00	\$0.00				2250
Last Month Rent	\$0.00	\$0.00				2251
Pet Deposit	\$0.00	\$0.00				2250
Total	\$1000.00	\$0.00	•			Balance Due
Combined Totals:	\$2695.00	\$90.00				\$2605.00

Tenant:	_ Signature:	Date:	
Tenant:	_ Signature:	Date:_	
Landlord's Agent: Print Name: Jianxin Huang	Signature:	Jabe:	8/4/2016

#### CRIME FREE LEASE ADDENDUM

The Residential Rental Agreement (the "Agreement") dated <u>8/4/2016</u> between BRYAN A BRIONES ORTIZ, DOMENICA C MATA RODRIGUEZ and Long Life Enterprises LLC or its agent at 650 NE 42<sup>nd</sup> Street, Seattle, WA 98105, King County, Washington (the "Premises") is hereby amended to include the following terms and conditions:

- 1. **ILLEGAL DRUGS:** Tenants hereby agree to keep the premises free of illegal drugs during the term of the Tenant's tenancy. Tenants agree that illegal drugs will not be used, stored, manufactured, or kept on the Premises by the Tenant, any family member residing on the Premises, or any guest, or invite during the term of the Agreement. Tenant will keep the Premises "drug free" at all times.
- 2. SUBSTANCE ABUSE: Tenants agree that Tenants, any family member residing on the Premises, and guest or invitee shall not use controlled substances (including alcohol and prescription medications) in a manner that will either:
- a. disturb the peace and quiet enjoyment of the other Tenants or neighbors to the Premises; or
- b. endanger the health, safety, or well-being of Tenant, any family member residing on the Premises, or any guest or invitee.
- 3. **ILLEGAL GANG ACTIVITY:** Tenants agree that Tenants, any family member residing on the Premises, or any guest or invitee shall not be a member of an illegal gang, nor shall Tenants, any family member, or any guest or invitee engage in any gang-related activity on the Premises during tenancy. For the purposes of this Addendum, the term "illegal gang" refers to a group, or member of a group, of people involved in organizing illegal activity or anti-social behaviors.
- 4. **GRAFFITI:** Tenants agree that Tenants, any family member residing on the Premises, or any guest or invitee shall not deface any property on property- grounds.
- 5. **CRIMINAL ACTIVITY:** Tenants, any Family member residing on the Premises, or any guest or invitee shall not engage in criminal activity, including; prostitution, threats, intimidation, possession of dangerous weapons, unlawful discharge of firearms, or any breach of the lease agreement that jeopardizes the health, safety and welfare of the Landlord or its agent, his agent or other tenant or involving imminent or actual property damage.
- 6. **DOMESTIC VIOLENCE:** Tenants agree that any incident causing physical harm to family members will result in <u>Termination of Tenancy</u> according to R.C.W.59.10 of the Landlord or its agent Tenant Act of Washington State.

Tenants agree that violation of any of the above terms constitutes a nuisance and is grounds for eviction and/or other legal action by the Landlord or its agent. This addendum is incorporated into the lease executed or renewed this day between Owner and Tenant.

Date:

Tenant:	Signature:	Date:
Landlord's agent: <u>Jianxin Huang</u>	Signature:	Date: <u>8/4/2016</u>

Signature:

Tenant:

## **Lead-Based Paint Disclosure**

650 NE 42<sup>nd</sup> Street #8, Seattle, WA 98105

Premises:

Landlo	rd or its agent:	Jianxin Huang	
Tenant: Bryan A Briones Ortiz, Domenica C Mata F			uez
Landlo	rd or its agent	t's Disclosure	
The Lai	ndlord or its ag	ent CERTIFIES THAT:	
1. 2.			d paint and/or lead-based paint hazards in or about the Premises. o lead-based paint and/or lead-based paint hazards in or about the
Date: <u>8/4/2016</u>			2025g
			Signature of Landlord or its agent
Tenant	's Acknowleda	gement	
The Tei	nant ACKNOV	VLEDGES receipt of:	
(b) th	e pamphlet <i>Pro</i>	contained in the above Landlord or its agent's Dispetect Your Family from Lead in Your Home (EPA Environmental Protection Agency.	closure; and a-747-K-99-001) or an equivalent pamphlet that has been approved for
Tenant:		Signature:	Date:
Tenant:		Signature:	Date:

The pamphlet  $Protect\ Your\ Family\ from\ Lead\ in\ Your\ Home\ can\ be\ ordered\ in\ hard\ copy\ or\ can\ be\ printed\ from\ the\ website\ http://www.epa.gov/lead/pubs/leadpdfe.pdf.$ 

### **MOLD & MILDEW ADDENDUM**

Address: 650 NE 42<sup>nd</sup> Street #8, Seattle, WA 98105

TENANT NAME(S): Bryan A Briones Ortiz, Domenica C Mata Rodriguez

Mold and mildew are problems that are especially prevalent in high moisture areas such as the Pacific Northwest. Mold and mildew spores are present in the environment and can't be eliminated. Excess moisture is the leading cause of mold or mildew growth indoors. However, most sources of moisture can be controlled by simple procedures under your control. In order to reduce the incidence of mold and mildew, protect your own health and the condition of your unit, Tenant agrees to do the following:

- 1. Keep the humidity below 40%:
  - a. Use bathroom fans during and for at least 30 minutes after bathing or showering. If no fan is available, open a window slightly for ventilation for the same amount of time.
  - b. Use the fan above the stove whenever cooking, or if no fan, open a window slightly or ventilation c. Use the fan in the laundry area during and for 20 minutes after using the washer and dryer, or if no fan, open a window slightly for ventilation.
  - d. Cover fish tanks.
  - e. No space heaters indoors.
  - f. Use a dehumidifier during humid months.
  - g. Do not keep an excess number of house plants.
- 2. Keep the temperature down and provide adequate ventilation:
  - a. Keep heating between 50 and 70 degrees at all times.
  - b. Open multiple windows at least twice a week for one hour to allow cross ventilation of the dwelling.
  - c. Allow at least 2 inches between furniture and exterior walls to aid ventilation.
  - d. Open closet doors and window coverings to allow ventilation.
- 3. Clean regularly and thoroughly:
  - a. lean bathrooms and kitchens with mold killing products.
  - b. If mold or mildew appears on walls, ceilings, floors, or around tubs or sinks, immediately remove the mold or mildews.

Following is the cleaning method recommended by EPA:

Mold growth can be removed with commercial cleaning products or a weak bleach solution (one cup bleach in one gallon of water). Wear gloves during cleanup and be careful not to spread the mold. Sensitive people who have to clean up mold should wear a light-fitting facemask. (Do not get solution on carpet, as it will ruin the carpet).

- c. Dry any water that spills from shower, sinks, etc.
- d. Clean up spills onto carpets, rugs or floors and thoroughly dry the carpet or rug.
- e. Regularly check and clean the window tracks and keep free of condensation.
- 4. Notify management immediately of excess moisture problems:
  - a. Water leakage, leaking plumbing leaking tubs or showers, or running toilets.
  - b. If you have attempted to clean mold or mildew and it reappears quickly or you were not able to remove it, report the mold or mildew to management immediately.

Tenant understands and agrees that failure to do any of the enumerated actions in this Addendum shall constitute both material non-compliance with the rental agreement affecting health and a serious violation of the Rental Agreement. Tenant will be financially responsible for all damage resulting from their failure to comply with this addendum.

comply with this addendum.						
Tenant:	Signature:	Date:	; Tenant:	Signature:	Date:	

#### MOLD DISCLOSURE

Washington legislation requires Landlord or its agents to provide tenants with information on mold. Please download one of the following documents and either provide individually to each tenant or post in a visible public place at the Premises.

US Environmental Protection Agency Mold Guide: www.epa.gov/iaq/molds/images/moldguide.pdf

Washington State Department of Health Mold FAQ: http://www.doh.wa.gov/ehp/ts/iaq/got-mold.pdf

## SMOKE DETECTOR AND CARBOMOOXIDE MONITOR DISCLOSURE

Pursuant to the Revised Code of Washington 59.18.060, the Landlord or its agent hereby notifies the Tenant that the Premises is equipped with a required smoke detection device and of the following fire safety and protection information: (Please check off applicable answers)

a.	The smoke detection device is	[ ] hard wired [ X ] battery operated.
	The carbomonoxide monitor(s)	[ ] hard wired [ X ] battery operated
b.	Does the building have a fire sprinkler system?	[ ] Yes [X] No
c.	Does the building have a fire alarm system?	[ ] Yes [X] No
d.	Does the building have a smoking policy?	[X] Yes [ ] No
	If yes, please provide details of the policy:	
	No smoking is allowed in this premises at any time, any circumstance. Please refer to the	e item 7 of the lease.
e.	Does the building have an emergency notification plan for the occupants?	[ ] Yes [X] No
	(If yes, a copy is attached for the tenant.)	
f.	Does the building have an emergency relocation plan for the occupants?	[ ] Yes [X] No
	(If yes, a copy is attached for the tenant.)	
g.	Does the building have an emergency evacuation plan for the occupants?	[ ] Yes [X] No
	(If yes, a copy is attached for the tenant.)	
smo smo the	tallation of any smoke detection device and carbomonoxide monitor will be the responsibility of the Loke detection devices and carbomonoxide monitor(s), including the replacement of batteries where repoke detection device and carbomonoxide monitor(s), will be the responsibility of the Tenant, who sha manufacturer. The Landlord or its agent has to ensure that the smoke detection device and carbomonomiallowing the Tenant in occupying the Premises.	uired for the proper operation of the ll maintain the device as specified by

Date: 8/4/2016

Signature of Landlord's agent: \_

## ADDENDUM TO THE LEASE

The Tenant acknowledge that the landlord and its agent will not hold the said premises for the tenant till a payment of amount of One Thousand Four Hundred and Five Dollars (\$1405) has been paid to the landlord before 8/6/2016, that the payment will be applied to the first month rent, and that the fund is not refundable upon the lease being signed.

Landlord's agent: <u>Jianxin Huang</u>	Signature:	Date: 8/4/2016
Tenant:	_ Signature:	Date:
Tenant:	Signature:	Date: