

WASHINGTON LEASE AGREEMENT

1.	LANDLORD NAME: SI VI, LLC LANDLORD'S AGENT: Alliance Communities LLC LANDLORD ADDRESS: 2100 Lake Washington Blvd. N, Renton, WA 98056 PHONE/E-MAIL: (425) 917-8888 / bellavista@allresco.com																	
2.	RESIDENT NAME: Fredrick L. Thornton, Jr. OTHER OCCUPANTS: RESIDENT ADDRESS: 2100 Lake Washington Blvd. N, Renton, WA 98056 UNIT: #H308 PARKING SPACE: #72 GARAGE: #123 MAILBOX: #78																	
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A. TERM OF LEASE

7. INITIAL TERM: The initial term of this Lease shall commence and end as outlined in Section 3 and shall **automatically continue as a tenancy from month-to-month upon expiration of the term thereof.**

8. LEASE EXPIRATION: Either party, Landlord or Resident, may terminate this Lease by giving the other party written notice of its intention to terminate the tenancy at least **twenty (20) days** prior to the expiration of the initial Lease term. Resident agrees to pay all rent up to the **twenty (20)** day notice period, or until the Unit is re-occupied at the same or higher monthly rent, whichever occurs first. In the event Resident fails to give such written notice and/ or holds over the possession of said premises after the initial term of this Lease, tenancy shall become month-to-month subject to a rental increase and applicable fees as allowed under Washington law. Such Written notice must be received by the Landlord not less than **twenty (20)** days prior to the end of a rental period.

If the tenancy becomes month-to-month, the first rental period of the month-to-month tenancy shall only be from the end of the initial Lease Term until the last day of the month in which Lease ends, and such period may be less than a full month. Thereafter, all rental periods shall be from the first day of the month until the final day of the month. Such written notice must be received by Landlord not less than twenty (20) days prior to the end of a rental period. Notice given on the 15th of the month will bind the Resident through the end of the following month. If Resident does not give written notice at least **twenty (20)** days prior to the end of any month, Resident shall be obligated for the next's month rent in accordance with Washington State Law.

Initials: 

9. LEASE RENEWAL: Prior to Lease expiration, Landlord may send a renewal offer to Resident. If Resident extends beyond the initial term of Lease, the rental amount will be pro-rated from the first day of the month through the last day of lease expiration in addition to a pro-rate from the start date of the new term throughout the end of the month. Such tenancy shall continue only with permission or consent of Landlord as a month to month tenancy until either Landlord or Resident terminates the tenancy by giving the other party **twenty (20) days** written notice of its intention to terminate the tenancy or any other notice specified by law.

10. FAILURE TO VACATE AFTER NOTICE: If Resident gives written notice to vacate the premises and fails to completely vacate prior to the expiration of the notice, Resident shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease and Security Deposit Section of this Lease, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease. If Resident vacates on any day other than the final day of the month, Resident shall be liable for the periodic rent amount due through out the next rental period. Additionally, Landlord may begin an unlawful detainer procedure against Resident without need for any future notice under RCW 59.12. Resident shall only be allowed to rescind a written notice to vacate with Landlord's written permission.

11. OPTION FOR EARLY TERMINATION: Resident is expected to remain a Resident for the entire term specified in the Lease. If Resident fails to do so, Resident will be responsible to Landlord for all damages provided by law, including (but not limited to) rent due through the end of the contract term, minus rents paid by a replacement resident (if any). This amount will vary depending upon how long it takes Landlord to find a replacement resident and cannot be determined in advance of move-out as it is typically impossible to estimate.

To avoid this uncertainty, Resident may choose to exercise an Early Termination Option. Resident understands and acknowledges that Landlord is not legally obligated to allow early termination of the Lease unless provided for pursuant to statutory or common law. Moreover, any agreement for Early Termination of Lease shall constitute an informal resolution of Resident's claim for the anticipatory or actual breach of the Lease in consideration for the conditions set forth below, which Resident must deliver to Landlord:

- i. A written notice stating that Resident has elected to exercise the Early Termination Option;
- ii. An early termination option payment of **2 month's rent, \$3,704.00**;

- iii. A payment for any and all concessions that Resident has received through the termination date, (if applicable, see Concession Section); and
- iv. Payment of rent and other amounts due through the new Lease end date.

When Landlord has (1) received the written notice and the Early Termination Option payment and (2) signed the notice, the Lease end date will be amended. The new Lease end date will be the date specified in the notice which must be at least twenty days after the written election and payment are given to Landlord. Exercise of the Early Termination Option will affect only Resident's rent obligations after the new Lease end date. Resident must comply with all other Lease obligations.

The notice will not move the Lease end date forward if:

- i. Resident is in default under the Lease at the time that Resident gives notice of Resident's exercise of the option;
- ii. Resident provides the notice unaccompanied by the Early Termination Option payment; or
- iii. Resident does not properly exercise the Early Termination Option by following the procedures specified above, but vacates the Unit before the end date specified in the Lease.

Initials: 

- 12. DELAY OF POSSESSION:** If the Landlord, for any reason, cannot deliver the possession of said Unit to Resident at the commencement of said term, as herein above specified, this Lease shall not be void or voidable, nor shall Landlord be liable to Resident for any loss or damages resulting therefrom; but in that event there shall be a per diem deduction of rent covering the period between commencement of said term and the time when Landlord can deliver possession.

B. PAYMENTS, DEPOSITS, AND FEES

- 13. MONTHLY RENTAL PAYMENT:** The total rent is as outlined in Section 4; Resident hereby agrees to prorate rent in order that rental payments shall fall due in advance on the **FIRST DAY OF EACH MONTH**. All rental payments shall be made by check or certified cashiers check only and **NO CASH, MONEY ORDERS, or POST DATED CHECKS** will be accepted for rental payments. **Initial payment due for move in must be made in the form of a CASHIERS CHECK only.** All amounts due are payable to **Bella Vista Lake Washington**. Resident authorizes all checks to be processed through a one-time electronic fund transfer which may process funds on the same day. If electronic payment options are offered by Landlord, Landlord reserves the right at any time to change all electronic and credit card payment policies and procedures. If a rent "drop box" is available, it shall be used at Resident's own risk of loss or theft of the payment. If any payment is lost prior to receipt by the Landlord, Resident agrees to immediately replace the payment at their sole cost. Resident is strongly encouraged to make all payments directly to the Landlord and to obtain a receipt for all payments. **ALL PAYMENT AND NOTICES TO LANDLORD MUST BE MADE PERSONALLY DELIVERED TO THE COMMUNITY MANAGER, ASSISTANT MANAGER OR LEASING CONSULTANT DURING NORMAL BUSINESS HOURS.** Normal business hours and hours of delivery are **Mon - Sat 10am-6pm, Sun 11am-5pm** **Landlord reserves the right to change business hours without prior notice.**

- 14. CHARGES FOR LATE PAYMENTS:** If Resident does not pay the full amount of the rent shown in Section 4 by the end of the **5th** day of the month, Landlord shall collect a fee of **\$100.00** and **\$5.00** daily late charge per day thereafter. Furthermore, if Resident does not pay by the end of the **5th** day of the month, Resident may only pay by cashier's check or electronic payment (if offered). Resident agrees that these charges are presumed to be damages sustained because of Residents late payment of rent and not merely a penalty. **Payment of the late fee does not give Resident the right to pay late, and Landlord may begin eviction action at any time after the first day of the month. Landlord will not accept a personal check after the 5th day of the month, or in response to a notice to perform covenant or quit requiring payment.** Landlord may terminate this Lease for failure to pay late charges and may terminate this Lease for non-payment of rent, as detailed in Section 4.

- 15. RETURNED PAYMENTS:** Landlord may collect a fee of **\$40.00** for a payment that is not honored and late fees will be assessed back to the original day that rent was considered late. The charges discussed in this paragraph are in addition to the regular monthly rent payable by Resident. If Resident gives Landlord two payments that are returned for nonpayment during the term of this Lease, then the future rent shall be payable by Certified Cashier's Check only for the remainder of the Lease term.

- 16. SECURITY DEPOSITS:** The Resident has paid to Landlord a security deposit in the amount of **\$150.00** as outlined in Section 5, which Landlord has deposited in a trust account with **Renton, Washington of Chase**, which is located in Washington State. It is understood by Resident that Landlord will not apply any portion of the security deposit toward last month's rent or unpaid damages prior to vacating the Unit. If the Unit is rented by more than one person, Landlord may pay the refund to all Resident(s) identified in this Lease and Residents agree that they will work out the details of dividing any refund among themselves.

Landlord agrees to return the security deposit within fourteen (14) days after full possession of the Unit has been recovered to Resident less any itemized deductions made for failure to return the Unit to the same level of cleanliness the original condition in which it was received with the exception of normal wear and tear. Resident acknowledges and agrees that soilage and any cleaning, or repair or replacement due to smoke damage from any source, including cigarette smoke, candles and/or incense, is not considered normal wear and tear. The deposit may be used to compensate Landlord for Resident's default in rental payments, to repair damages to the Unit (exclusive wear and tear) caused by Resident, occupants or Resident's guests, to clean the Unit, and to remedy future defaults by Resident in any obligation under this Lease including the obligation to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear.

- i. Resident may request a pre-inspection prior to move out (unless in the event of eviction proceeding) to have an opportunity to make repairs and restore the condition of the premises. Prior inspection shall neither guarantee nor warrant any and all charges associated with damages incurred to the Unit. Inspections shall be conducted: **N/A** during times in which Landlord is available to conduct inspections, after advance notice has been given.
- ii. Resident is responsible for costs associated with carpet cleaning and/or carpet repair and replacement. Re-placement cost shall be calculated at the pro-rated cost within the carpet age span expectancy.
- iii. Resident agrees if Resident does not occupy the unit for the entire initial lease term, except as authorized by the Early Termination Section above, the entire security deposit will be forfeited and no portion will be returned or credited against any damages, rent or cleaning charges.

- 17. ADMINISTRATIVE FEE (non-refundable):** In addition to the rent and the Security Deposit provided for herein, Resident agrees to pay a one-time Non-Refundable Fee of **\$250.00** for specific reasonably anticipated Landlord expenses which include, without limitation, the costs of renting, advertising, and document preparation for this tenancy. This fee shall not be returned to the Resident nor credited against any damages owed by the Resident under any circumstances.

C. RESIDENT DEFAULT

18. DEFAULT BY RESIDENT: Resident's performance of each of Resident's obligations under this Lease is a condition as well as a covenant. Resident's right to continue in possession of the leased premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. In the event of default, all future rent owing under the Lease shall be immediately accelerated and shall be due and owing as of the date of the default. Resident shall be in material default under this Lease in the following circumstances:

- i. If Resident abandons or vacates the premises;
- ii. If Resident fails to pay rent or any other charge required to be paid when due and the failure to pay continues for three (3) days after written notice has been given to Resident; or
- iii. If Resident fails to perform any of Resident's non-monetary obligations under this Lease for a period of ten (10) days after written notice from Landlord.
- iv. If Resident fails to vacate after the expiration of any notice authorized by RCW 59.12.030.

19. REMEDIES: On the occurrence of any such material default by Resident, Landlord may take all necessary and legal means to recover possession of the Unit and to collect any and all damages from the Resident then owing at the time of the default and which later become due as a result of the Resident's default, Landlord shall have the option of:

- i. Retaking possession of the Unit and recovering from Resident the amount specified in the Early Termination section, or
- ii. Proceeding under any other provision of the Reletting section, as listed below.

Reletting: Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time without terminating this Lease make such alterations and repairs as may be necessary in order to re-let the property, and re-let said property or any part thereof for such term and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such re-letting all rentals received by the Landlord from such re-letting shall be applied, first, to the repayment of any indebtedness other than rent due hereunder from Resident to Landlord; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such re-letting during any month are less than that to be paid during that month by Resident hereunder, Resident shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Resident or unless the termination thereof is decreed by a court of competent jurisdiction. Resident hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Resident being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of said property. Resident understands that if Resident is given a notice to pay or comply or vacate and chooses to vacate the Unit during the period of the notice, that the Resident shall remain liable for the rent through the end of the lease term or the next month in the case of a month-to-month tenancy. In the event of default, all future rent owing under the Lease or Rental Agreement shall be immediately accelerated and shall be due and owing as of the date of the default.

Nothing in this section shall limit Landlord's ability to pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the premises is located.

20. DAMAGE BY RESIDENT: If any damage or destruction to the premises is caused by Resident, occupants or Resident's guest, Resident shall pay for any expenses, damage or repair occurred within ten (10) days receipt of a billing statement. Resident further agrees to pay rent for the period the Unit is damaged whether or not habitable, if such damage is caused by Resident or related parties. Any such damage or destruction of the premises caused by Resident or related parties constitutes grounds for termination of the Lease; additionally such actions will not constitute any right of rent reduction or any obligation of Landlord to repair any damages, or relocate Resident, if damage is caused by Resident or Resident's guest.

21. RESIDENT INFORMATION: If Resident has supplied information to Landlord by means of a rental application or similar instrument, Resident covenants that all such information was given voluntarily and knowingly by Resident, and if such information proves to be false or misleading, Landlord shall have the right to terminate this Lease under RCW 59.12.030(6), in which event Resident shall immediately surrender the premises. In the case of bond-financed properties, Resident hereby certifies the accuracy of the statements made in the Certification of Tenant Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate be deemed substantial and material obligations of Resident's tenancy; that Resident will comply with all requests for information with respect thereto from Landlord or any Mortgagee; that Resident's failure to provide accurate information deemed a default by Resident, which shall entitle Landlord to pursue all rights and remedies set forth in the "DEFAULT BY RESIDENT" section or otherwise permitted by law, and that Resident's failure to furnish accurate and current information on the Certificate could subject Resident to civil liability.

22. UNLAWFUL MISCONDUCT: Resident agrees not to engage or permit unlawful activities in the Unit, in the common areas or on the grounds of the Community, nor engage in or allow any activity that would constitute waste or nuisance (as defined in either the Washington State Controlled Substances Act or Section 102 of the Controlled Substances Act (21 U.S.C. 802), including, but not limited to marijuana). Resident and any member of Resident's household or a guest or other person under Resident's control shall not engage or facilitate in criminal activity on or near the premises, including drug-related criminal activity in any area, notwithstanding its proximity to the premises. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)). Resident and any member of Resident's household, or a guest or other person under Resident's control shall not engage in any act of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near premises. Residents and people under Residents control may not harass Landlord or related management parties in any manner. Failure to comply with the forementioned will result in immediate termination.

23. ATTORNEY'S FEES: If an action is brought for the recovery of rent or other monies due or to become due under this Lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done by Resident, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, Resident will pay Landlord all the costs in connection herewith including, but not by way of limitation, pre-judgment interest at the judgment rate from the date of default and the costs of collection including any increase of the assigned balance retained as its percentage by the collection company, reasonable attorney's fees and court costs whether or not the action proceeds to judgment and whether or not litigation is commenced. If the matter is not filed in court, both parties agree that the prevailing party is entitled to be compensated upon demand to the other party. The Landlord shall be deemed to be the prevailing party if the action voluntarily is halted by the Landlord prior to judgment, or if the case on the basis that the Landlord accepted from the Resident all of or part of the amounts

alleged to be owing, or on the basis that the Resident vacated the rental unit.

D. CONDITION OF RESIDENCE:

24. CONDITION OF UNIT: By signing the Move In/Move Out Inspection Form which is an attachment to this Lease, Resident acknowledges that the Unit is safe, clean, and in good condition with all appliances and equipment in good working order, except as noted. Resident also agrees that Landlord has made no promise to decorate, alter, repair, or improve the Unit. Resident understands that items noted on the move in inspection form do not indicate an agreement by the Landlord to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form.

25. KEYS, LOCKS, AND ACCESS DEVICES:

- i. **Keys and Locks:** Resident agrees not to change or add any locks or gates on any doors or windows to the premises without prior written consent of Landlord. If Landlord approves request to install locks, Resident agrees to immediately provide Landlord with a key for each lock. When Lease ends, Resident agrees to return all keys to the Unit to Landlord. Landlord may charge Resident **\$5.00** for each key that is lost or not returned.
- ii. **Access:** Resident agrees to promptly notify Landlord in writing of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms, and any other security device. Resident agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges. It is understood that Landlord is not responsible for providing access to the Unit after office hours. Resident is responsible for contacting a locksmith, at Resident's expense, to gain access to the Unit in the event of lockout. If Resident has called a locksmith, Landlord must be notified and then change locks at Residents expense.
- iii. **Access Devices:** If Resident has received gate cards, fitness, restroom and/or entry gate keys as indicated in Section 6 of this Lease, Resident understands that if any of these items are lost or not returned upon move out, that the following fees will apply
Gate Access Device **\$50.00**

Resident further understands that if they do not have a working phone, they will not be able to access the gate from their Unit to allow guests into the Community.

26. ENTRY: Resident agrees that Landlord and related parties may enter the premises at any reasonable time for purposes provided for in accordance with current Washington law including, but not limited to, making repairs, or showing the premises to prospective purchasers or actual purchasers. Landlord shall provide Resident with written notice (normally 48 hours for repairs or inspection, and 24 hours to show the unit to any prospective renters) before entry, unless in the event of an emergency. Failure to allow Landlord or Landlord's agents access shall be a material violation of this Lease.

27. MAINTENANCE: Resident is responsible to notify Landlord in writing if maintenance issues arise in or around the leased premise (except in the event of an emergency). Residents will be responsible for replacing light bulbs, broken, damaged, or missing articles already furnished and for any damages caused by Resident or Resident's guests to the building, fixtures or equipment. Maintenance requests will be handled after office hours only if an emergency. The on-duty maintenance associate will determine the appropriate course of action.

To maintain the premises, Resident agrees to:

- i. Keep the Unit clean.
- ii. Use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.
- iii. Do not litter the grounds or common areas.
- iv. Do not destroy, deface, damage or remove any part of the Unit, common areas or grounds.
- v. Give Landlord prompt written notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, moisture, running or standing water, or water intrusions of any kind or any other part of the Unit or related facilities or observation of mold or mildew conditions in any portion of the premises. Failure to report such problems could make the Resident liable for additional damages.
- vi. Do not make any repairs without Landlord's prior written consent.
- vii. Maintain a minimum of 55 degrees inside the Unit at all times to prevent water lines from freezing during winter months.
- viii. Resident must dispose of all garbage, waste and recyclable materials in designated containers and/or designated areas and in accordance with applicable law and our instructions. Large items may not be disposed of in garbage containers and/or areas.

28. SMOKE/CARBON MONOXIDE DETECTORS: Resident's Unit has been equipped with smoke/carbon monoxide detectors. The smoke/carbon monoxide detectors have been tested prior to Resident's move in to ensure operational performance. Resident shall not disable smoke/carbon monoxide detector. It is the responsibility of Resident to periodically self test the smoke/carbon monoxide detectors to ensure its proper operation and notify Landlord of any malfunction.

29. RESTRICTIONS ON ALTERATIONS: Resident agrees to refrain from making any alterations to the Unit and premises; including but not limited to:

- i. Change or remove any part of the appliances, fixtures or equipment in the Unit.
- ii. Paint or install wallpaper or contact paper in the Unit.
- iii. Install washing machines, dishwashers, dryers, fans, heaters or air conditioners in the Unit.
- iv. Any modifications made to the premises must be approved in writing from Landlord prior to being made. Window coverings, signs, foil draperies or non-standard window coverings are not permitted.

30. SATELLITE DISHES: If satellite dishes are allowed in the Community they must be one meter or less in size and may not be affixed to the patio or balcony of the Unit. Resident is specifically prohibited from making physical modifications to the premises and is prohibited from installing said satellite dish in or overhanging the common areas of the Community, including, not limited to, outside walls, roofs, window sills, common balconies or stairways. Resident will be responsible for damages caused by the satellite dish, including the cost of removal if in any violation of any satellite guidelines. Resident shall install, use, maintain and remove a satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the negligent installation, maintenance, use or removal of said satellite dish. Allowable locations may not provide an optimal signal or any signal at all and Resident's failure to obtain optimal or any signal shall not be grounds for a claim of diminished rental value or as a basis for early termination of the Lease without complying with the Early Termination procedures contained in this Lease.

31. WATERBEDS AND AQUARIUMS: Waterbeds and 30+ gallon water tanks may only be installed with prior written consent from Landlord. Prior to installation, a valid waterbed insurance policy or certificate of insurance for property damage must be obtained. The policy shall be issued by a company licensed to do business in state and possessing a Best's Insurance Report rating of "B" or

higher. The insurance policy shall be maintained in full force and effect until the bedding/water tank is permanently removed from the rental Unit. The policy shall be written for no less than **one hundred thousand dollars (\$100,000.00)** of coverage. The policy shall cover, up to the limits of the policy, replacement value of all property damage, including loss of use, incurred by the Landlord or other caused by or arising out of the ownership, maintenance, use, or removal of the waterbed on the premises only, except for any damage caused intentionally or at the direction of the insured, or for any damage caused by or resulting from fire. The Landlord may require the Resident to produce evidence of insurance at any time. The insurance carrier shall give the Landlord notice of cancellation or non renewal 10 days prior to this action. The bedding shall conform to the pounds-per-square foot weight limitation and placement as dictated by the floor load capacity of the Unit. The weight shall be distributed on a pedestal or frame which is equivalent to the dimensions of the mattress itself. Resident shall install, maintain and remove the bedding, including, but not limited to, the mattress and frame, according to standard methods of installation, maintenance, and removal as prescribed by the manufacturer, retailer, or state law, whichever provides the higher degree of safety. The Resident shall notify the Landlord in writing of the intent to install, remove, or move the waterbed. The notice shall be delivered 24 hours prior to the installation, removal, or movement. The Landlord may be present at the time of installation, removal, or movement at the Landlord's option. If the bedding is installed or moved by any person other than the Resident, Resident shall deliver to the Landlord a written installation receipt stating the installer's name, address, and business affiliation where appropriate.

- 32. VENTILATION:** Resident agrees to take the following steps to prevent the growth of mold in the Unit:
- Open windows. Proper ventilation is essential. If it is not possible to open windows, run the fan on the Unit's air-handler to circulate fresh air throughout the Unit.
 - In damp or rainy weather conditions, keep windows and doors closed.
 - If possible, maintain a temperature of between 55° and 80° Fahrenheit within your Unit at all times.
 - Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
 - Use the exhaust fan in your kitchen when cooking or while the dishwasher is running. Allow the fan to run until all excess moisture has vented from the kitchen.
 - Use care when watering houseplants. If spills occur, dry up excess water immediately.
 - When washing clothes in warm or hot water, watch to make sure condensation does not build up within the washer and dryer closet. If condensation does accumulate, dry with a fan or towel.
 - Thoroughly dry any spills on carpeting.
 - Do not allow damp or moist stacks of clothes or other cloth materials to lie in piles for an extended period of time.
 - Immediately report to the Landlord any evidence of a water leak or excessive moisture in your Unit, storage room, garage, or any common area.
 - Do not overfill closets or storage areas to allow for proper ventilation.
 - Clean and dust your Unit on a regular basis as required by your Lease. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold growth.
 - Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
 - On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like counter tops, windows, windowsills, bathroom sinks, toilets, and shower enclosures.
 - By Resident signing this Lease, they acknowledge receipt of *Got Mold* pamphlet.

E. LIMITATION ON LIABILITY:

- 33. LIMITATION ON LANDLORD LIABILITY:** In the event of injury, loss or damage to Resident or related parties on the premises, Landlord shall not be liable; excluding in the event of its willful misconduct, negligence, fraud, or violation of law. Resident hereby agrees to indemnify and hold Landlord harmless from all liability for any such injury, loss or damage.

Other Limitations: Resident also agrees that Landlord shall not be liable for, and Lease shall not be terminated by any interruption or interference with services or accommodations due Resident caused by strike, riot, orders or acts of public authorities, acts of other Residents, acts of Landlord, accidents, the making of necessary repairs to the building of which the Unit is a part, or any other cause beyond Landlord's control, except as otherwise provided by law.

- 34. DAMAGE AND DESTRUCTION:** In the event of significant damage or destruction to the premises, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs unless otherwise provided by law. If, in Landlord's opinion, the Unit is so damaged as to be unfit for occupancy, and Landlord elects to make repairs, Landlord may allow for, the rent provided in this Lease to abate during the period of time when the Unit is not fit for occupancy, or to provide alternate housing, but in all other respects the terms and provisions hereof shall continue in full force and effect. Any rent reduction offered by Landlord will be in direct correlation with the extent to the damage interfering with the use of the Unit. However, Landlord shall have no duty to relocate Resident for any period of time, nor compensate Resident for any costs of Resident's voluntary relocation due to any casualty or cause from any source other than the intentional acts of Landlord, which renders the Unit uninhabitable or without power, water or heat. Additionally, Landlord may choose to terminate Lease after five (5) days written notice to Resident. Nothing in this lease, including but not limited to the language of this paragraph shall obligate the Landlord to repair any damages caused by the Resident, occupants or Resident's guest, and Resident shall not be entitled to any rent abatement for the damages or during the repair process. Landlord and Resident acknowledge that no portion of the rent paid by the Resident under this Agreement will be applied to the Landlord's structural fire insurance and that the Resident is in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Landlord has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$10,000.00. If Resident, occupant or Resident's guest causes damages to the premises in an amount that is less than the amount of this insurance deductible, Resident agrees to indemnify and reimburse the Landlord for the amount of such damages, and that Resident may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that the Resident secure insurance to protect Resident's interest in the event of such a loss.

- 35. SECURITY:** It is understood that no promise of Resident's personal security has been made. Regardless of any preventative measures provided by Landlord, no guarantee can be made of security. If security systems, security devices, or walk-through/drive-through services are employed at this Community, no representation is being made that they will be effective in preventing criminal activity. Landlord reserves the right to reduce, modify or eliminate any security system, security devices, services, including courtesy patrol (other than those statutorily required) at any time; and Resident agrees that such action shall not be a breach of any obligation or warranty on the part of Landlord. Resident agrees to hold Landlord harmless from claims arising out of criminal acts of other residents or third parties. Resident understands that the protective steps Landlord has taken are neither a guarantee nor warranty

that there will be no criminal acts. Personal safety is each Resident's personal responsibility. Resident understands that Landlord may retain personnel or services which are available for, disturbances, fire lane violations, problems with outdoor lighting, etc. Resident agrees and understands that any measure Landlord has taken in this regard is neither police force nor a guaranteed deterrent to crime. In the event of criminal activity, the Police Department is to be contacted first by Resident. We request you also notify the Landlord that such a disturbance or emergency has occurred.

- 36. INSURANCE:** Each Resident is required to purchase and maintain at Resident's sole expense a policy of Personal Liability Insurance in the amount of not less than one hundred thousand dollars (\$100,000.00) per occurrence throughout the term of the Lease and any subsequent renewal or month to month periods. Each person occupying the Unit must be listed on the policy and the Resident is responsible to provide proof of coverage to Landlord at the commencement of the tenancy and upon written request of the Landlord. For all policies obtained outside of the Landlord's preferred provider, the Community must be listed as an "interested party". Landlord's insurance does not protect Resident, occupants or Resident's guests against loss or damage to personal property or belongings or cover Resident's liability. Resident is encouraged to obtain a policy of Renter's Insurance protecting Resident's household goods and personal property in addition to liability insurance. Resident and Landlord agree that subrogation is allowed by all parties. Resident agrees and understands that Resident will not be considered a co-insured under Landlord's commercial insurance policy for purposes of subrogation, and Resident agrees to be responsible for damage resulting from a fire, flood, explosion and water damage caused by Resident.
- 37. CONTRACTORS:** Resident understands that Landlord does not make any acknowledgments as to the character of any contractors or service providers retained by Resident through Landlord's concierge service, nor is Landlord affiliated in any manner with the contractors or service providers. Resident understands and agrees that Landlord has no obligation or liability for the acts or omissions, whether negligent or otherwise of any agent or employee of the contractors or service providers. Resident has been informed and understands and agrees that Resident's personal safety and security and the security of Resident's personal property is Resident's responsibility, and that Landlord recommends that Resident conduct their own investigation of the contractors or service providers.
- 38. ENVIRONMENTAL INDEMNIFICATION:** To the extent allowed by law, Resident expressly assumes and accepts any and all risks involved or related to the presence in the Community of any and all health affecting substances, and any power lines in the vicinity of the premises. Resident waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against Landlord and Landlord's agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Landlord Affiliates") with respect to any health hazard occurring in connection with the presence in the Community of materials containing potentially health affecting substances, and claims arising out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the Community by Resident or any guest or other person living in, occupying, using or residing in the Unit. Resident agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them.
- 39. SMOKING:** Residents that smoke, or allow smoking by their guests, or other persons under Resident's control must ensure the smoke does not disturb the enjoyment of other Residents. If smoking disturbs other Residents and continues after request from Landlord to cease such activity, the continuation will constitute a violation of Lease. Resident acknowledges that secondhand tobacco smoke may seep and drift through open doors, windows and ventilation ducts, which may constitute a disturbance to those Residents who do not smoke, particularly those with health and allergy-related sensitivities. Residents are responsible for the conduct of guests or persons under Resident's control while they are in the premises and in the Community. Landlord, however, does not provide or guarantee a smoke free environment. Even if smoking in the Unit is allowed under this Lease, Resident acknowledges and agrees that soiling and any cleaning, or repair or replacement due to smoke damage from any source, including cigarette smoke, is not considered normal wear and tear and that Resident will be charged for such cleaning and damages.
- 40. SOCIAL MEDIA:** Landlord maintains an online presence through its website and social media. This online presence includes, but is not limited to, displaying images from community events organized by Landlord. From time to time Landlord will have its personnel or independent contractors capture still ("photo") and moving ("video") images at these events. Resident hereby acknowledges that by attending these events Resident accepts and agrees to the potential of being depicted in those images and further agrees to permit Landlord to use Resident, other occupants and Resident's guests likeness, WITHOUT COMPENSATION, for the limited purpose of Landlord's online presence. Please note that Landlord respects Resident's privacy and at Resident's written request Landlord will remove any image depicting Resident, other occupants or Resident's guests.

F. COMMUNITY CONSIDERATION

- 41. GUESTS:** Persons staying in the Unit for longer than two weeks must complete a rental application and be approved and added to Lease. Any person occupying the Unit longer than two weeks or 20 nonconsecutive days out of the year shall be considered an unauthorized occupant. Delivery of mail to any person not listed on the Lease shall be deemed to be proof of occupancy. Assignment or subletting any part of the Unit, and the use of any short term rental service without Landlord's prior written consent is strictly prohibited, shall constitute a non-curable breach of this Lease, and shall not be deemed to create any form of tenancy with the unauthorized occupant nor as a release of Resident's liability under this Lease, and Resident shall remain subject to eviction even if they have vacated after any sublease or assignment.
- 42. USE OF PREMISES:** Resident agrees to use the premises solely as a private residence. The furnishing by Landlord to Resident of any storage space, use of laundry, electronic access controls and gates, or any other common area facilities outside the leased premises shall be deemed to be furnished gratuitously and Landlord makes no representations or guarantees as to the availability, adequacy, or fitness of such space, service, or facilities. Resident acknowledges that Landlord will not provide lifeguard service at the swimming facilities, and Resident agrees to take adequate and reasonable care in use of all recreational facilities to ensure the safety of Resident, other occupants and Resident's guests. All guests must be accompanied by a Resident to use recreational facilities and amenities. Landlord makes no representations, warranties or guarantees express or implied, regarding the presence or quality of reception of electronic communication or information retrieving devices within the Unit or Community. Resident understands and agrees that any and all facilities provided by the Landlord are provided as a gratuity and are not a part of the Resident's Lease, and that Landlord reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to the Residents and that any such action by Landlord shall not constitute a claim by Residents of any breach of this Lease by Landlord, nor be a basis for any reduction of Resident's rent or early termination of Resident's Lease.
- 43. DISTURBANCE:** In consideration of and cooperation of others in the Community, Resident agrees to keep the volume of any radio, stereo, television, voice or musical instrument at such a level which will not disturb the other residents at any time. Any noise,

disturbance, or activity that can be heard outside of the Unit is too loud, and which would, in the sole and absolute discretion of Landlord, be reasonably likely to annoy or disturb other residents is strictly prohibited. Resident agrees not to interfere with the safe and quiet enjoyment or comfort of others.

44. PACKAGE RELEASE: Resident authorizes Landlord to accept packages and deliveries from the U.S. Postal Service, UPS, Federal Express, florists, cleaners, or other service industries. No packages addressed to any person not listed on this Lease will be accepted. Resident understands that this service is provided as a convenience to Resident and Resident agrees to not hold Landlord responsible for accepting the package or delivery in the event of loss, theft or damage. Resident also acknowledges that the Landlord representatives are not required to sign for delivery nor is it the responsibility of the Landlord to notify Resident when packages are received. Landlord reserves the right to return any unclaimed packages to sender at Resident's sole cost. Landlord shall not deliver any accepted packages. Resident is solely responsible for picking them up at the Landlord's office. Resident further authorizes Landlord to release any and all packages received through this Release to Resident or any authorized occupant identified in this Agreement.

45. PARKING: All vehicles must have license plates and registration tags are to be current and displayed at all times. Vehicles must be kept clean and in operable condition. Resident, other occupants and Resident's guests who park in fire lanes, reserved parking or undesignated parking, or vehicles which are inoperable or without current registration tabs will be towed at owner's expense. Parking of boats, campers, recreational vehicles and commercial purpose vehicles is prohibited. Vehicle repair is prohibited. Any vehicle that appears to be disabled, abandoned or cited will be towed at owner's expense.

Each vehicle must be registered with Landlord to provide Landlord with a record to follow up with Resident in hopes of avoiding a costly tow, charged to the vehicle owner cited for violating Community parking guidelines. Landlord reserves the right to change assignments and policies upon written notice to the Resident. Unassigned spaces may be used by guests if available and not otherwise posted at the premises, on a first serve basis; unassigned spaces may not be used for more than a 48-hour continual period.

46. REASONABLE ACCOMMODATIONS/MODIFICATIONS: It is the policy of Landlord to reasonably accommodate all Residents as defined under state and federal laws. It is agreed that Resident shall notify Landlord of any need relating to a reasonable accommodation in writing to ensure the proper procedures are implemented to comply with existing laws and to insure that all parties understand the nature of the accommodation requested. In the event Resident fails to notify Landlord in writing, Landlord shall not be liable for damages suffered by Resident. It is agreed that Landlord is under no obligations to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Landlord.

47. PETS: Resident agrees that it will not keep or permit to be kept in Unit any dog, cat, bird or other animal unless otherwise mutually agreed to in writing. No pets are allowed to visit the property and no "pet-sitting" shall be allowed without Landlord's prior written consent. Landlord will allow supportive/assistive animals for Resident that provides a written statement from a qualified professional verifying the need for the supportive/assistive animal. The Pet Addendum shall be added to this Lease as an attachment when applicable. Permission may be granted or denied at Landlord's sole discretion. If a pet becomes a problem in the sole opinion of the Landlord, Landlord reserves the right to require that a pet be removed from the property. Once a pet has been removed from the property, the pet deposit shall not be returned until the termination of the tenancy. If Resident has pets, service or companion animals, they must be secured during maintenance work. If not, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be Resident's sole responsibility to schedule the completion of the work after the animal has been secured. Maintenance reserves the right to refuse maintenance work if only a person under age 18 is present at the time of the work.

G. UTILITIES AND HOT WATER

48. UTILITIES: Utility services shall be provided directly from the utility provider or, at the sole discretion of Landlord, on a sub-metering, square footage, or other allocation basis. Landlord reserves the right to modify the method by which the utilities are furnished to the premises or billed to Resident, or the billing company during the term of this Lease and may modify billing Resident for utilities previously included in the rent by giving Resident a 30 day written notice. Reference the utility addendum for detailed terms, conditions and methodology.

The following terms shall apply:

- i. Resident agrees to pay all charges for utilities for the outlined premises for the term of the Lease including but not limited to those listed in the Utility Billing Addendum in full as billed. Charges may be assessed by the utility provider or Landlord or Landlord's designated Billing Party in the case of utilities billed to Resident by Landlord in connection with Resident's use of utilities.
- ii. Resident shall not use any utility in a wasteful, unreasonable, or hazardous manner and agrees to comply with all utility conservation efforts implemented by Landlord.
- iii. Landlord is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to the premises not reasonably within Landlord's control.
- iv. Resident agrees not to disturb, tamper, adjust, or disconnect any utility service, sub-metering device or system.
- v. Failure to make necessary arrangements for Resident's utility service may result in an interruption of services and Resident's failure to transfer utility services to Resident's name may be, at Landlord's discretion, considered a material breach of this Lease and will permit Landlord to terminate the Lease. Resident agrees that if Landlord is billed for utility services which are Resident's responsibility, Resident will repay Landlord for the charges incurred within 10 business days of invoice. Resident will also be subject to an additional charge of **\$50.00** for each billing cycle during which Resident has failed to become the customer of record with the utility provider(s). This fee consists of the expenses incurred by Landlord to communicate with the utility provider and/or Resident regarding the utilities and the lost investment value of funds required to be advanced on Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of their actual amount.

49. HOT WATER: The following will apply.

- i. The water temperature in the unit is set at 120 degrees Fahrenheit or below. When the water temperature is 120 degrees Fahrenheit, or below, bacteria may enter the water heater or associated plumbing and accumulate. If Resident desires the thermostat to remain at 120 degrees Fahrenheit, or below, Resident assumes any and all risks associated with any bacterial growth in the water heater or associated plumbing.
- ii. Resident acknowledges that some communities managed by Landlord have heating and cooling services supplied by a boiler/chiller system. If this community and/or this apartment unit receives such services, Resident acknowledges that adjustment to the heating or cooling levels for any one specific apartment unit is not possible and that the changeover between phases of the system cannot be made specifically for any one apartment unit. Resident also acknowledges that to achieve full heating potential,

Landlord may find it necessary to increase the temperature of the heated water during the colder months of the year when compared to the warmer months.

- iii. Resident should be aware that some units may be equipped with an HVAC heating system which operates on hot water. To achieve full heating potential, it may be necessary to increase the temperature of the water heater during the colder months of the year. Resident should also be aware that some units operate on centralized hot water systems which service multiple units and as such individual adjustments in temperatures will not be possible.
- iv. If Resident desires the water temperature in the premises to be higher than 120 degrees Fahrenheit and the premises has an individual hot water heater, Resident will request, in writing, the temperature of the hot water heater to be adjusted by Landlord, and Resident shall specify the desired temperature at which Landlord is requested to set the thermostat.
- v. Resident understands that if the temperature is set above 120 degrees Fahrenheit, that the water released from the taps in the premises may scald or burn anyone using water, and potentially cause severe injury.
- vi. Resident may not tamper with, or adjust the water temperature thermostat in the premises in any way without written authorization from Landlord.
- vii. Resident agrees to indemnify and hold Landlord harmless in any action involving any injury related to the temperature of the water, the water system or the associated plumbing in the premises.

H. ADDITIONAL TERMS

50. MILITARY: Military personnel on active duty may terminate a lease under Federal law if:

- i. Resident becomes a member of the Armed Forces of the United States after Resident enters into the Lease; or
- ii. Resident is or becomes a member of the Armed Forces of the United States and receives:
 - a. Orders for a permanent change of station; or
 - b. Orders to deploy for a period of at least 90 days.

Landlord fully supports its residents who are active-duty or reserve military personnel. Resident must give Landlord written notice of termination. For rentals when rent is paid monthly, the termination becomes effective 30 days after the first date on which the next rental payment is due after the termination notice is delivered and no further rent will be owed following the expiration of the notice period (or the actual move-out date, if later). Resident must furnish the Landlord with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer, with respect to the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

51. OFFICE OF FOREIGN ASSETS CONTROL: Resident represents and warrants that Resident and each person or entity owning an interest in Resident is:

- i. Not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List").
- ii. Not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.
- iii. None of the funds or other assets of Resident constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined).
- iv. No Embargoed Person has any interest of any nature whatsoever in Resident (whether directly or indirectly).
- v. None of the funds of Resident have been derived from any unlawful activity with the result that the investment in Resident is prohibited by law or that the Lease is in violation of law.
- vi. Resident has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. § 1701 at seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 at seq., and any Executive Orders or regulations promulgated there under with the result that the investment in Resident is prohibited by law or Resident is in violation of law.

Resident covenants and agree(s):

- i. To comply with all requirements of law relating to money laundering, anti-terrorism, trade embargo and economic sanctions, now or hereafter in effect.
- ii. To immediately notify Landlord in writing if any of the representations, warranties or covenants set forth in this section or the preceding paragraph are no longer true or have been breached or if Landlord has a reasonable basis to believe that they may no longer be true or have been breached.
- iii. Not to use funds from any "Prohibited Person" (as such term is defined in the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord.
- iv. At the request of Landlord, Resident may be asked to provide such information to determine Resident's compliance with the terms hereof.
- v. Resident hereby acknowledges and agrees that Resident's inclusion on the List at any time during the lease term shall be a material default of the Lease. Notwithstanding anything herein to the contrary, Resident shall not permit the premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the premises by any such person or entity shall be a material default of the Lease.

52. SUCCESSORS: The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Landlord and Resident and their respective heirs, executors, administrator, personal representatives, successors and assigns.

53. SUBORDINATION: This Lease shall, without further act on the part of Resident, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may now exist, upon, or which may hereafter be placed by Landlord upon, the leased premises or property including the premises.

54. ATTORNMEN: Resident hereby agrees that Resident will recognize as its Landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which this Unit is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage. If requested, Resident shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided,

however, that no such mortgagee or successor-in-interest shall be bound by any payment of rent for more than one 1 month in advance, or any amendment or modification of this Lease made without the express written consent of such mortgagee.

- 55. LIEN:** Resident grants to Landlord a security interest in any and all property which is placed on the property of Landlord pursuant to the Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Landlord. This security interest shall become effective upon execution of this agreement. Landlord shall have the right to retain such property and utilize it to satisfy any monies due under this agreement. Landlord may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the premises and shall be in addition to the Landlord's Lien. Landlord may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items.
- 56. CONTENTS OF THIS LEASE/NON-WAIVER/APPLICATION OF FUNDS:** The failure of the Landlord to insist upon strict performance of any of the covenants and agreements of this Lease or any addenda thereto, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such or any other covenants or agreements, but the same shall be and remain in full force and effect. Resident acknowledges and agrees that acceptance of rent by the Landlord from the Resident or any person or entity on the Resident's behalf shall not be construed in any way as a waiver of Landlord's right to enforce a previously issued notice or use actions of the Resident or Resident's guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice. All parts, portions and provisions of this Lease shall be deemed separate and severable. In the event of the invalidity of any part, portion or provision, the rest of this Lease with such part, portion or provision deleted, shall be given full force and effect. This Lease and its attachments make up the entire Lease between Resident and Landlord regarding the Unit and the terms hereof shall not be changed except in writing signed by all parties to this Lease. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms of the Lease will remain in effect and both Landlord and Resident will continue to be bound by them. Resident acknowledges and agrees that should any amount due from the Resident under this lease or rental agreement become delinquent, including but not limited to fees, deposits, utilities, late fees, repair costs, court costs or attorney fees etc., Landlord has the right to apply any and all monies received from the Resident (or from any other person or entity paying money to the Landlord on the Resident's behalf for any purpose), including but not limited to payments for rent, and, notwithstanding any restrictive endorsement or memorandum on such payment, first to the delinquent amounts other than rent, and then to apply any remaining portion of such payment to rent (with the oldest due and owing rent being paid in full before crediting the funds to any current rent owing).
- 57. ATTACHMENTS:** Resident certifies that Resident has received a copy of this Lease and attachments. Resident agrees to obey additional rules that may be established after the effective date of Lease including those outlined in the Community Policies. These policies may be modified, unless local law provides otherwise. Violations of these policies will constitute a breach of Lease. If there is a conflict between these policies and the Lease, the Lease shall govern.

1	Animal Addendum
2	Community Policies
3	Garage/Parking Space Addendum
4	Move-In/Move-Out Inspection Form
5	PSE Application
6	Pest, Insect and Bed Bug Addendum
7	Smoke-Free Addendum
8	Utility Addendum
9	Valet Trash Addendum

SIGNATURES:

The undersigned expressly understands that the "TERM OF LEASE" Section above contains provisions under which this Lease may automatically continue as a tenancy from month to month upon expiration of the term thereof.



Signed by **Fredrick L. Thornton, Jr.**
 Wed Sep 14 02:42:21 PM PDT 2016
 Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

(Owner/Agent)

Date

ANIMAL ADDENDUM

This document is an addendum to the Lease Agreement dated **August 21, 2016** between **Fredrick L. Thornton, Jr.** and **Bella Vista Lake Washington** for the **Unit # H308** located at **2100 Lake Washington Blvd. N, Renton, WA 98056**.

Animals are not permitted on the Premises without prior written consent from Landlord, which includes unauthorized or visiting pets.

Resident declares no animal will reside on Premises.

Pet Description

Resident and Landlord agree as follows:

1. Resident agrees to pay **\$0.00** per month in Pet Rent per month on or before the first of each month with Monthly Rent. Pet Rent is additional "rent" for all purposes.
2. Resident is required to pay an additional deposit of **\$0.00**. The additional deposit shall be subject to full inspection of the Unit upon Resident's move out and shall be considered an additional deposit pursuant to the Lease terms.
3. Resident is required to pay a one time non refundable pet fee of **\$0.00**
4. Resident shall be liable for all damages or expenses incurred by or in connection with pet.
5. Pet will not be permitted outside Resident's Unit unless restrained by a leash. Resident must control pet activity while in the Premises.
6. Pets may not be left or tied on balconies, porches, or patios and these areas must be kept clean and free of pet waste.
7. Resident is responsible for immediate and proper cleaning up and disposal of pet waste. Please note that landscape pesticides and chemicals are used on the grounds of the Community and therefore special care should be taken when walking pets.
8. If pet is a cat, appropriate litter box shall be maintained, additionally a scratching post should be provided. Resident must place soiled cat litter in a securely tied trash bag for disposal.
9. If Resident does not clean up after pet, Resident will be fined **\$50.00** per occurrence.
10. Animals shall not weigh over **No limit** full grown. Animals under **one (1) year** of age are not permitted.
11. Breeds restrictions apply to dogs. Restricted breeds are Pitbulls, Boxers, Rotweilers, Mastiffs, Dalmations, Doberman, Staffordshire Bull Terriers, German Shepherds, Akitas, American Bulldogs and Wolf Hybrids. Manager's discretion - decision final.
12. The number of pets per apartment is limited to **2**.
13. Resident shall not permit and represents pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconveniences, or cause complaints, from any other resident.
14. All animals must have all required vaccinations. Landlord may request, at any time, proof from Resident that all required vaccinations have been administered.
15. It is strongly recommended that all pets have an identification tag showing current address and telephone number on their collar. Dogs are required to have a current license and an identification tag at all times.
16. Resident agrees to comply with all applicable ordinances, regulations and laws governing pets. Including but, not limited to the following listed below:
 - a. Except as restricted by applicable local or county ordinance, State statute or administrative regulation, or Federal law or regulation, Management permits pets of the following types: cats, dogs, hamsters, guinea pigs, rabbits, birds, fish, non-poisonous or non-venomous amphibians, and non-poisonous or non-venomous reptiles. Permitted birds must be kept caged and permitted fish, amphibians, and reptiles must remain in in a tank/aquarium at all times. The maximum weight of any pet is **No limit** and tanks and aquaria may not exceed **30 gallons** in volume.
 - b. All pets must be Spayed/Neutered.
 - c. Resident shall prevent any fleas or other infestation of the Unit and on the Premises.
 - d. Birds shall not be let out of cage.
 - e. Resident must obtain prior written consent from Landlord to have fish tanks over **30 gallons**. Fish tanks must be placed in a safe area inside of the Unit.
 - f. Dangerous, illegal, exotic or poisonous animals (as determined solely by the Landlord) are not permitted on the Premises. Residents are not allowed to keep endangered species.
 - g. Feral animals cannot be fed or kept on the Premises.

- h. Resident shall not allow any animal on the property that has exhibited any sign of aggressive behavior or aggressive tendencies towards any person.
 - i. Alliance Standard Breed Restriction: Alaskan Malamute, Boxer, Chow Chow, Dalmatian, Doberman Pinscher, German Sheperd, Belgian Malinois, Husky Breeds, Pit-Bull Breeds, Stafforshire Terrier, Presa Canario, Rottweiler and wolf hybrids. Pets that are already approved and maintained at the community prior to November 12, 2015 shall be exempt from the Alliance Standard Breed Restriction.
17. Assistive Animals (including companion animals): Management will accept and evaluate a request for reasonable accommodation to allow Resident to have an assistive animal. Assistive animals for persons with disabilities are not considered pets and are not subject to the following requirements:
- a. Spayed/Neutered requirement;
 - b. Breed restriction;
 - c. Age restriction;
 - d. Weight restriction;
 - e. The number of assistive animals per apartment shall be evaluated on case by case basis;
 - f. Monthly pet rent;
 - g. Pet fees and/or deposits.
- A request for a Reasonable Accommodation must be submitted for Landlord's review and Landlord shall not unreasonably withhold its written approval for an assistive animal or animals. Resident hereby agrees to comply with the terms and conditions of this Pet Addendum, except for the exceptions set forth in this paragraph 16 for assistive animals.
18. This addendum shall terminate without affecting the Lease or Resident's responsibilities under the lease and Resident shall remove the pet immediately if any of the following occurs:
- a. Payment of Pet Rent is delinquent
 - b. The pet displays aggressive behavior
 - c. Landlord perceives the pet to be dangerous or disruptive to Premises, other residents, guest or employees.
 - d. The animal does not have all current and required vaccinations.
 - e. Upon thirty (30) day notice by either party to the other of intent to terminate this Addendum
19. Resident agrees to hold harmless and indemnify Landlord from all liability pertaining to animals on the property and Resident shall hold Landlord harmless and indemnify Landlord for any and all damages or costs in connection with pet.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.



Signed by **Fredrick L. Thornton, Jr.**
 Wed Sep 14 02:45:46 PM PDT 2016
 Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

(Owner/Agent)

Date

COMMUNITY POLICIES

This document is an addendum to the Lease Agreement dated **August 21, 2016** between **Fredrick L. Thornton, Jr.** and **Bella Vista Lake Washington** for the **Unit # H308** located at **2100 Lake Washington Blvd. N, Renton, WA 98056**.

In order to maintain and promote the Community, and as a condition of residency, Landlord has established the following policies for the comfort and convenience of all Community Residents. These Community Policies and Procedures are part of the Lease.

1. **Service Requests:** All requests for service should be made online at www.myallianceadvantage.com. In the event of an emergency, call 911 directly for help. Notify the Landlord immediately after.
2. **Appliances:** The following need to be adhered to regarding appliances.
 - a. Appliances shall not be removed from the Unit.
 - b. The disposal should be used for the purpose in which it was constructed. The following items should not be put in the disposal, to include but not limited to: metal, string, grease, coffee grounds, nut shells, fruit pits, corn on the cob, potato peels, paper, wire, stringy foods, bones or non-food items. Resident shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse Landlord for necessary expense incurred in the repair of such equipment.
 - c. The bathroom fixtures should be used for the purpose in which they were constructed. The following items should not be disposed of in the toilets, to include but not limited to: diapers, paper towel, sanitary napkins, tampons, food, toilet wipes, baby wipes and rags. Resident shall be held responsible for any repairs or damage resulting from the misuse and shall reimburse Landlord for necessary expense incurred in the repair of such equipment.
 - d. Dishwashers should not be overloaded and only detergents made for automatic dishwashers should be used. We recommend using a rinse agent to improve drying and reduce spots and build up in dishwasher.
 - e. To keep the oven clean, use mild detergents following each use and do not use hard abrasives on chrome or glass parts of the oven. Never place foil under the burner pans.
 - f. Resident will be charged for unclogging plumbing equipment in the event that a foreign object used by the Resident caused a malfunction or damage to the equipment.
 - g. Do not overload the washer or dryer and do not use it wash and/or dry bulky items such as comforters. We recommend leaving washer door open after cycle for better ventilation.
 - h. Always clean the lint screen prior to using the dryer and never operate it without a lint filter.
 - i. Never dry items that come in contact with flammable substances (e.g. cooking oil, gasoline, paint thinner or alcohol.)
3. **Interior Alterations:** Any interior alteration is strictly prohibited. Any charges incurred to restore the Unit will be at the Residents expense.
 - a. Resident may use nails and regular hangers when hanging pictures, mirrors, etc. Please **DO NOT** use adhesive hangers, since they damage the wallboards on the walls.
4. **Window Coverings and Signs:** Resident shall not use blankets, sheets, foil or non-standard window coverings in place of draperies or blinds. Residents shall not place objects on window or window sill which are visible from the outside. No flashing or neon lights shall be placed in/on premises.
5. **Quiet Hours:** Community quiet hours are between 10:00pm and 8:00am
6. **Community Equipment and Facilities:** Residents, other occupants and Resident's guests agree to abide by all rules and regulations for the use of the recreational facilities and that Resident will avoid conduct that Landlord deems inappropriate or disruptive. Any person in violation of these rules will be asked to vacate the area immediately, and may be issued a compliance notice. Failure to adhere strictly to the posted rules and regulations is acknowledged as grounds for suspension of privileges or termination of the tenancy in accordance with the state law. Landlord may change the rules and regulations at Landlords discretion. Recreational facilities may include, business centers, fitness rooms, swimming pools and community rooms. Resident hereby agrees to assume all risk of such occurrences and to hold Landlord harmless and indemnify and defend same against any and all claims, liabilities, damages, liens and expenses, including without limitation reasonable attorney's fees arising directly or indirectly from any such occurrences. Exercise care when enjoying the recreation facilities /equipment, as Landlord is not responsible for physical injuries that result from the use of the recreational facilities/equipment. Any damages to any of the recreational facilities/equipment caused by Resident, other occupants and Resident's guests will result in Resident being responsible for the cost of the damages. Take caution to lock/close common area doors and gates. No pets are allowed in any of the recreational facilities.
7. **Communities with Pools:** Resident shall limit guests to no more than two at a time and accompany them to the pool. Additional visitors may be allowed with Landlord's prior written permission. Visitors not accompanied by Resident will be asked to leave. Glass containers are not allowed in the pool area. Please help keep the pool area clean. Proper pool attire, such as bathing suits and swim trunks, is required. Cut-off jeans, T-shirts and diapers are not allowed. Additional pool policies and hours are posted by the pool. For safety reasons, do not swim alone.
8. **Patios and Balconies:** Resident shall comply with the following Patio and Balcony regulations:

- a. Patios and balconies are to be kept neat and orderly at all times.
- b. Do not hang bathing suits, brooms, mops, rugs, lights, etc. on the patio or balcony.
- c. The installation of sunshades, blinds or hanging fabrics is not allowed.
- d. No storage of any personal property or trash containers is allowed.
- e. All plants must be free-standing and have saucers underneath them. Hanging plants are not permitted.
- f. No bikes and/or motorcycles are allowed to be kept on any patios or balconies at any time. Unapproved bike hooks are not permitted and will be removed.
- g. Only furniture designed for outdoor use is permitted.

9. **Trash Removal:** Residents shall secure trash and place it in a designated container. Resident shall not place large articles, such as furniture, for trash removal and Resident shall make alternate arrangements with a private disposal service to pick up such item at Resident's expense - failure to comply will incur a fee of \$30.00 per occurrence. Boxes should be broken down before disposal. Resident shall not dispose of hazardous materials in any container or other location at the Community. Resident shall only dispose of refuse in compliance with applicable laws. Resident may be charged a fee for not following these guidelines.

Do not store trash on porches, balconies or in the hallways unless it is an approved container provided by the Community and is served regularly by the Community or a third party vendor.

Valet trash service will be provided for each Resident **5** at **Sunday through Thursday**. The cost for trash collection is **\$25.00** per month. A container will be provided to Resident and must be used in conjunction with the valet service. **Containers with bagged trash should be placed outside front door only between the hours of 6:00 pm - 8:00 pm. Service will begin at 8:00 pm.** All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened. After collection, Resident is required to bring containers inside by 9:30 am the following morning. Containers are the property of **Valet Waste**. It is the responsibility of Resident to keep the container clean. There will be a **\$50.00** charge to the Resident if an additional or replacement container is needed or if Resident takes the container when vacating the Unit.

If the Resident misses service on any designated night, it is the Resident's responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside the Unit until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times.** If Resident fails to comply with the requirements a fine of **\$25.00** per bag will be charged and the container may be removed. Disposing of trash will be Resident's responsibility.

10. **Recycling:** Resident agrees to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. If recycling is mandated by law, then Residents will be equally charged if the community is assessed any recycling related fines.
11. **Barbeques:** The use or storage of any charcoal burner, liquid petroleum, gas fueled or any other open flame cooking devices are prohibited in Resident's Unit or on their patio/balcony.
12. **Loitering:** No unnecessary loitering in laundry facilities, leasing office, amenity areas or parking lots.
13. **Recreational Equipment:** Skateboards, motorcycles, bicycles and similar vehicles may not be stored in entry ways or under stairs without prior written permission from Landlord. Skateboards, roller-blades or other similar recreational equipment usage on premises is prohibited.
14. **Posting Flyers:** Resident is not authorized to distribute advertising, information or any other type of flyer, door-to-door, on cars, anywhere else in the building or throughout the Community. Landlord may designate a place for such items to be displayed and remove items that are not in keeping with the nature of the Community, as determined by Landlord.
15. **Garage and Storage:** The garages must be used exclusively for the parking of the Residents personal vehicle(s) as registered with the Landlord. Resident shall not use said garage or storage space to park any recreational vehicle(s), or trucks larger than one ton or similar vehicle that is too large for the said space. Resident also agrees not to use the garage space as storage for equipment, personal items, containers, vehicle parts or inoperable vehicles. In addition, Resident will not under any circumstances use the garage or storage space for flammable or toxic chemicals and/or waste. The garage and storage space will not be used for occupancy. Garage and storage space doors must be closed at all times. If Resident violates these requirements Resident agrees to immediately reimburse the Landlord for any costs associated with the removal of the unauthorized materials and immediately vacate the garage or storage. Resident further agrees to be liable for any and all damage caused by Residents carelessness or negligent driving, which may result in the destruction of the storage and/or garage space or to any other vehicle near garage or storage space. The Landlord shall not be liable for any loss, theft, damages and or destruction of any personal property contained in said garage space or storage space. Nor shall the Landlord be held liable for or held responsible for any injury to Resident, other occupants or Resident's guests resulting from the use of said garage space and/or storage space.
16. **Parking Permits:** Resident understands that Resident will be issued **zero (0)** parking permits and replacement permits will be **\$0.00 each**. To receive a permit, Resident will need to visit the leasing office and bring the vehicle title and/or proof of insurance and permanent license plate number of the permitted vehicle. Each permit is required to be clearly visible at all times through the **back**

windshield of the vehicle, and it is the sole responsibility of the Resident to check regularly that each permit is secured on the appropriate vehicle and visible.

Failure to properly display parking permits may result in the vehicle towed at Resident's own expense.

17. **Guest Parking Permits:** Resident understands that Resident will be issued **zero (0)** parking permits for guests and replacement permits will be **\$0.00** each. Each permit is required to be clearly visible at all times through the front windshield of the vehicle, and it is the sole responsibility of the Resident to check regularly that each permit is secured on the appropriate vehicle and visible. Failure to properly display parking permits may result in the vehicle towed at Resident's own expense.
18. **Solicitors and Salespeople:** Solicitors are not allowed in the Community. Residents shall report all solicitors or salespeople to the Landlord immediately.
19. **Car Wash and Repair:** Vehicle repairs, including oil changes, and washing of vehicles are prohibited unless there is a designated area provided by Landlord.
20. **Moving of Furniture:** Landlord may designate the time and method for moving items to and from the Unit such as any furniture, merchandise, goods, freight or other such items. Residents may not move furniture to and from the Unit through the lobby, patio doors, or through the use of elevators (if available) without Landlord's permission. If elevators are installed at the Community, Landlord does not guaranty that the elevators will be available for use by Resident nor shall Landlord be liable for any loss resulting from the unavailability of elevator service.
21. **Parking:** Resident shall report in writing to Landlord any changes to the make, model and license plate number of every vehicle authorized to park at the Community. Commercial vehicles, boats and recreational vehicles are not authorized to park on the Premises unless Landlord has a designated location.
22. **Notification of Changes:** Resident shall notify Landlord immediately in writing with any change to Resident's employer, employer telephone number, alternate phone numbers, emergency contact and other pertinent information.
23. **Intrusion Alarms:** If Resident's intrusion alarm starts going off, even though it is not being monitored, the likely reason is that the battery is dead. If this should happen to Resident in the middle of the night the best thing to do is to unplug it from the wall until Landlord can get Resident a replacement battery. While Landlord does have replacement batteries available, Landlord has no other information on these alarm systems. These were installed and are monitored by **Innovative Systems** (a third party company) and so Landlord asks that Resident contacts them if Resident has additional questions. **Innovative Systems** is available 24-hours a day at **(253) 891-1226**.
24. **Sprinkler System:** Resident hereby acknowledges that the Unit contains an automatic sprinkler system. Resident should be careful not to trigger the overhead sprinkler system in their Unit when moving furniture. A simple depression of the sprinkler head will result in a total draining of the water from the sprinkler system. Resident agrees not to hang clothing, hangers or other objects from the sprinkler heads. Resident will be held liable for all damages to the Unit, flood clean up, and personal belongings caused by triggering the sprinkler system by improper use or damage.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.



Signed by **Fredrick L. Thornton, Jr.**

Wed Sep 14 02:46:18 PM PDT 2016

Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

(Owner/Agent)

Date

GARAGE/PARKING SPACE ADDENDUM

This document is an addendum to the Lease Agreement dated **August 21, 2016** between **Fredrick L. Thornton, Jr.** and **Bella Vista Lake Washington** for the **Unit # H308** located at **2100 Lake Washington Blvd. N, Renton, WA 98056**.

Garage/Parking Space #:	Parking Permit #:	Garage/Parking Space Fee (monthly):
123 72		\$150.00

Vehicle Information					
Year:	Make:	Model:	Color:	Plate #:	State:
	Infiniti	G37	Grey		WA

Resident is renting the garage/parking space designated above **month-to-month**. The following terms will apply:

1. The Garage/Parking Fee amount listed above is payable in advance by the first day of each month. For any partial month the amount will be prorated. The Garage/Parking Fee is additional "rent" for all purposes.
2. The Garage/Parking shall be used only for parking the vehicle registered above with the Landlord and must have current registration tags and license plate properly displayed. The vehicles must be kept clean and in operable condition at all times.
3. The Garage/Parking shall not be used to store equipment, personal items, containers, vehicle parts, flammable or toxic chemicals and/or waste.
4. Landlord shall not be liable, nor shall Resident make any claim against Landlord, for any loss, injury or damage to the person or property of Resident or guest occurring in or about the Garage/Parking or area from any cause whatsoever.
5. Landlord reserves the right to enter the Garage at any time without notice in the event of an emergency, or for the purpose of making repairs to the building in which the Garage is located, if applicable.
6. This addendum may be terminated by either **seven (7)** days prior written notice at the end of any month, after the minimum term stated above. Resident shall return any parking permits, remotes, garage door openers and/or keys to Landlord. This addendum shall terminate automatically upon termination of tenancy.
7. Landlord may terminate this addendum immediately, and Resident must remove the vehicle and vacate the Garage/Parking should Resident be in default. Termination of this Addendum shall not constitute a waiver of Resident's default under this Addendum or Lease. Resident will be in default should Resident be delinquent in payment of the Garage/Parking and/or Resident breaches this Addendum by not following the requirements of this Addendum.
8. Any vehicle and belongings which remain in the Garage/Parking after termination of this Addendum will be deemed abandoned and will be subject to any costs associated with such removal of items and vehicle will be towed at Resident's expense.
9. Resident agrees to pay any cost associated with removing any vehicle in violation of the parking guidelines or left in the Garage/Parking after termination, the cost of any damage to the Garage/Parking and the cost of replacing any parking permits, remotes, garage door openers and/or keys not returned at the time of termination.
10. Failure to comply with the provisions of this Addendum will be considered a material violation of the Lease Agreement and may result in Resident's eviction.
11. Resident(s) acknowledges that Resident's vehicle may be towed if Resident is in violation of the provisions of this Addendum. Resident shall be liable for any and all costs, charges or damages arising from such violation, including without limitation towing charges and attorney's fees.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.



Signed by **Fredrick L. Thornton, Jr.**
 Wed Sep 14 02:46:39 PM PDT 2016
 Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

(Owner/Agent)

Date



Initials:



START SERVICE AND FINANCIAL RESPONSIBILITY AUTHORIZATION FORM



COMPLEX/MANAGEMENT/OWNER

NAME

Bella Vista Lake Washington

HOME PHONE

(425) 917-8888

MOBILE PHONE

EMAIL

bellavista@allresco.com

SERVICE LOCATION FOR MOVE IN

CUSTOMER NAME

Fredrick L. Thornton, Jr.

STREET ADDRESS

2100 Lake Washington Blvd. N #H308

CITY

Renton

STATE

WA

ZIP

98056

HOME PHONE

(425) 306-5668

MOBILE PHONE

(425) 360-6884

SIGNATURES

I CONFIRM BY SIGNING THIS SERVICE APPLICATION, I AGREE AND ACKNOWLEDGE THAT I AM APPLYING FOR UTILITY SERVICE WITH PUGET SOUND ENERGY AND AM RESPONSIBLE FOR ANY CHARGES INCURRED AT THE LOCATION LISTED ABOVE.



Signed by Fredrick L. Thornton, Jr.

Wed Sep 14 02:46:53 PM PDT 2016

Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

PEST, INSECT AND BED BUG ADDENDUM

This document is an addendum to the Lease Agreement dated **August 21, 2016** between **Fredrick L. Thornton, Jr.** and **Bella Vista Lake Washington** for the Unit **#H308** located at **2100 Lake Washington Blvd. N, Renton, WA 98056**.

1. **Background:** The best strategy for effective pest control is prevention. The following are recommended steps in the prevention of infestations by insects, including bed bugs: (1) Clean Unit regularly, including vacuuming mattresses. (2) Clean up clutter to help reduce the number of places insects like bed bugs can hide. (3) Carefully and thoroughly inspect used furniture or clothes you acquire and bring into the Unit. Ask the person from whom you acquire the items if the items were checked and treated for bed bugs. (4) Do not bring discarded furniture, mattresses or clothing into the Unit. (5) When traveling or staying in hotels, avoid places which do not appear to be cleaned regularly.
2. **Useful Information about Bed Bugs:** In recent times, bed bugs have become a re-emerging problem nationwide. One reason for these increasing problems is that it is easy for persons to spread the problem unknowingly. Bed bugs readily hide in small crevices and are notorious hitch-hikers. Bed bugs are often transferred by purchasing used furniture and through travel in luggage and in hotel beds and linens.
3. **Resident is to understand that bed bugs are wingless insects that are approximately 1/4 inch in length allowing them to lodge themselves within furniture, including bed frames, mattresses and box springs. Clutter around the room offers additional sites for these pests to hide, and increases the difficulty in eliminating bed bugs.**
4. **Agreement:** Resident acknowledges that they play an important role in helping to maintain the Premises, since they are in the best position to observe and maintain the Unit. Resident agrees that if they observe a pest problem or infestation, they will report it to Landlord immediately via telephone or in writing. Resident agrees not to treat the Unit with their own pesticides without the written authorization of Landlord. Upon notification of a problem or concern involving pests, the Unit will be inspected to confirm it and to develop a pest elimination and control plan.
5. If the Unit or a nearby Unit is infested with pests, including bed bugs, a pest control professional may be called in to apply pesticides. Any treatment will be more effective if the Unit is properly prepared beforehand. Resident agrees to follow the recommended readiness procedures, including allowing full access for treatment, and failure to do so shall be a material breach of this Lease. Resident agrees that the choice of exterminator is exclusively that of Landlord. Resident agrees to be responsible for:
 - i. The cost associated with treating bed bugs in the Unit.
 - ii. Any damages caused to the Unit or to any of Residents' personal property (i.e. furniture, clothing, personal belongings, etc.) by bed bugs.
 - iii. Any damage caused by an uncontrolled pest problem spreading to a neighboring Unit.
6. Resident agrees to fully release Landlord from any and all liability for claims and damages caused by a problem with pests, including bed bugs.
7. By their signature(s) below, Resident advises Landlord that they have inspected the Unit prior to move-in and that, during the course of the inspection, did not observe any live pests, insects, or bed bugs or any evidence of a pest infestation of any type in the Unit.
8. Resident agrees if Landlord finds the presence, or an infestation, of any pests, including bed bugs, in the Unit after Resident vacates, Resident may be responsible for the cost of cleaning and pest control treatments to eradicate the pests.
9. Resident agrees that a failure to cooperate with Landlord in the inspection or treatment of the Unit for pests, insects or bed bugs, in Landlord's sole discretion, will be a default under the Lease, for which Landlord may seek to enforce remedies contained in the Lease for Resident's default.
10. In the event it is determined that a treatment of the Unit for any pests, including bed bugs, is necessary, Resident agrees to coordinate the cleaning and/or disposal of their personal property (i.e. furniture, clothing, personal belongings, etc.) with the treatment being performed in the Unit, so as to protect against a re-infestation of any pests, including bed bugs.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.



Signed by Fredrick L. Thornton, Jr.

Wed Sep 14 02:51:37 PM PDT 2016

Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

(Owner/Agent)

Date



Initials:



SMOKE-FREE ADDENDUM

Lessee agrees and acknowledges that the apartment community has been designated as a smoke-free living environment. For the purpose of this Addendum, "Smoking" means inhaling, exhaling, breathing, or carrying any lit cigar, cigarette, pipe, e-cigarettes, vaping, hookas, marijuana, chewing tobacco or other tobacco product or similar lighted product in any manner or in any form. Lessee and members of Lessee's household shall not smoke anywhere in the community, including in the unit rented by Lessee, in the building where Lessee's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the community. Likewise, nor shall Lessee permit any occupants, guests or visitors to smoke at the community. Lessee understands that it is their responsibility to inform occupants, guests or visitors of the no-smoking policy and to monitor the actions of their occupants, guests or visitors to ensure compliance.

Lessor may at its sole discretion post no-smoking signs throughout the community. The exclusion of a no-smoking sign in an area of the community does not mean that smoking is permitted in the area.

A breach of this Addendum shall be considered a material breach of the lease agreement and grounds for immediate termination of the Lease by the Lessor.

Lessee acknowledges that Lessor's move to a smoke-free community, does not in any way make Lessor or its managing agents the guarantor of Lessee's health or of the smoke-free condition of Lessee's unit and the common areas. Lessee understands that their health and safety is their responsibility. Lessee further acknowledges that Lessor's move to a smoke-free community does not in any manner change the standard of care that the Lessor or its managing agent would have towards Lessee. Lessor specifically disclaims any implied or express warranties that the building, common areas, or premises will have any higher or improved air quality standards than any smoke-permitted community. Lessor cannot and does not warranty or promise that the community will be free from secondhand smoke. Lessee acknowledges that Lessor's ability to monitor or enforce the content of this Addendum is dependent in significant part on voluntary compliance by Lessee, their occupants and Lessee's guests. Lessees with respiratory ailments, allergies, or any other physical or mental conditions related to exposure to smoke are put on notice that Lessor does not assume any higher duty of care to enforce this Addendum than any other Lessor obligation under the Lease.

The Parties agree to the following costs for violations of the smoke-free rules and regulations, which are extremely difficult to determine the exact amount of these costs. The Parties further agree that these costs represent a *fair and reasonable* estimate of the costs and damages that Lessor will incur by reason of administratively enforcing the no-smoking policy.

1st Offense - \$150.00
2nd Offense - \$300.00
3rd Offense - constitutes just cause for an Eviction

Lessee hereby expressly agrees to indemnify, save, protect, defend and hold harmless Lessor from and against any and all claims, damages, suits, losses, payments and expenses, including reasonable attorneys' fees for any damages, allegations, claims, and/or demands relating to, caused by, or arising from a violation of the smoke-free policy by Lessee, as well as Lessee's occupants, guests or visitors.

The parties hereto represent and acknowledge that in executing this Agreement they do not rely upon and have not relied upon any representation made by the other party with regard to the subject matter of this Agreement, or its effects, other than those representations specifically set forth herein. Each party to this Agreement agrees, represents, and warrants that in executing this document it does so with full knowledge of the rights it may have in respect to the other parties to this Agreement, and that it has received, or had the opportunity to receive, independent legal advice as to these rights and the consequences of this Agreement.

The signatories to this Agreement hereby represent and warrant that they are authorized to execute this Agreement on behalf of the entities named. This Agreement may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

By signing below, I agree that I will not smoke at the community. In addition, I will be responsible for enforcing this policy with respect to all of my occupants, visitors, and guests.



Signed by **Fredrick L. Thornton, Jr.**
 Wed Sep 14 02:51:57 PM PDT 2016
 Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

UTILITY ADDENDUM

UTILITY/ SERVICE	UTILITY'S CUSTOMER OF RECORD	CHARGED TO RESIDENT?	CALCULATION METHOD FOR CHARGES TO RESIDENT	COMMON AREAS
Water	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sub-metering	<input checked="" type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered and a deduction of _____ % for estimated common area charges is made before calculating Resident's bill
Sewer	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Sub-metering	<input checked="" type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered and a deduction of _____ % for estimated common area charges is made before calculating Resident's bill
Trash	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> RUBs per apartment	<input checked="" type="checkbox"/> Resident will pay a pro-rata share of the utilities consumed in common areas <input type="checkbox"/> A deduction of _____ % for estimated common area charges is made before calculating Resident's bill
Gas	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident <input type="checkbox"/> Not applicable	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Formula: _____	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered and a deduction of _____ % for estimated common area charges is made before calculating Resident's bill
Pest	<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Resident <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> None - Landlord expense (unless caused by Resident)	<input type="checkbox"/> Are separately metered and are not charged to Resident <input type="checkbox"/> Are not separately metered and a deduction of _____ % for estimated common area charges is made before calculating Resident's bill
Electricity	<input type="checkbox"/> Landlord <input checked="" type="checkbox"/> Resident	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Direct billing from utility	<input checked="" type="checkbox"/> Are separately metered and are not charged to Resident

- 1. Resident Utility Obligations.** Resident agrees to pay for all utilities that are consumed within Resident's apartment #**H308**, designated above as being Resident's obligation, beginning on the date of delivery of possession until Landlord reacquires possession of the apartment.
- 2. Direct Billing from Utility.** For the utilities indicated above billed directly to the Resident, as of the move-in date Resident will obtain service in his/her own name by contracting directly with the utility provider. Failure to make necessary arrangements for Resident's utility service may result in an interruption of services and Resident's failure to transfer utility services to Resident's name may be, at the Landlord's discretion, considered a material breach of this agreement and will permit the Landlord to terminate the rental agreement. Resident agrees that if Landlord is billed for utility services which are Resident's responsibility, Resident will repay the Landlord for the charges incurred within 10 business days of invoice. The Resident will also be subject to an additional charge of **\$50.00** for each billing cycle during which the Resident has failed to become the customer of record with the utility provider(s). This fee consists of the expenses incurred by the Landlord to communicate with the utility provider and/or Resident regarding the utilities and the lost investment value of funds required to be advanced on the Resident's behalf to pay utilities for which Resident is responsible. It is agreed between the parties that these expenses, though acknowledged to exist, are difficult to ascertain and that the additional charge is a reasonable estimate of their actual amount.
- 3. Tenant Not the Direct Customer of Record.** The following provisions apply to utilities which are the Resident's responsibility, but of which Landlord is the utility's customer of record.
 - A. Sub-metered Utilities.** Billings based on sub-meter readings (if any) will itemize the beginning and ending meter readings, and the rate charged to Resident and all categories of information that appear within the utility's standard billing format to the Landlord Billing amounts will be determined by multiplying the sub-meter readings for the Resident's apartment by the utility rate that would be charged by the utility for that level of consumption if the Resident was the utility provider's direct customer of record. Residents should be aware that because of volume discounts the rate charged to Landlord may be less than the rate that would be charged to the Resident if the Resident was the utility provider's direct customer of record. If the Premises are submetered, Resident agrees to allow Landlord, or a billing service provider designated by Landlord, access to Resident's apartment in order to install, repair, remove and read submeters.
 - B. RUBS Formula Billing Used.** If formula billing is used, the specific formula used is indicated above. Details about formulas are below.
 - **Square footage:** For any Square Footage formula, Resident's share is calculated by comparing the approximate square footage of Resident's apartment as compared to the total square footage of all apartments within the Community.

- **Occupants:** Resident's share using an Occupant formula is calculated by comparing the number of occupants residing in Resident's apartment as compared to all occupants in all apartments in the complex as of the first day of the month. Resident represents that all occupants that will reside in Resident's apartment are identified in the Rental Agreement. Resident agrees to immediately notify Landlord at any change in the number of Occupants.
- Dividing the bill equally among all apartments in the Community.

Landlord and Resident agree that it is impractical or extremely difficult to determine the exact amount of the utilities consumed by Resident (and/or in the common areas), but that the methods used to determine Resident's share described above are reasonably accurate estimates.

- C. Water, Sewer and Trash Charges.** If either sub-metering or formula methods are used to calculate Resident's share for water, sewer and trash, all related charges assessed to Landlord may be used to calculate the amount charged to Resident. These may include (but are not limited to) related charges contained on tax bills, and all charges contained on the local water provider's bills to Landlord.
- D. Utility Billing Service.** Landlord currently uses the services of **Conservice** ("Utility Billing Company") to bill for utilities. Landlord reserves the right to change utility billing service providers at any time. If Landlord changes the utility billing service during Resident's tenancy, Resident will be given notice by Landlord. The Utility Billing Company is not the utility provider.
- E. Utility Billing Statements.** Resident will receive monthly billing statements. All amounts due Landlord are payable to **Bella Vista Lake Washington**. Failure of the Resident to pay the utility charges by their due date will be considered a material breach of the rental agreement and grounds for termination of the tenancy. All monetary amounts due under this Utility Addendum are deemed additional rent. Utility billings will be prorated as necessary.
- F. Payment from Security Deposit.** Any obligation that remains unpaid, including utility charges that have accrued but have not been invoiced when Landlord reacquires possession of the apartment, may be deducted from the Resident's security deposit. If actual amounts have not been determined before Landlord provides Resident with an accounting of Resident's security deposit, Landlord may estimate the amount based on prior consumption or until actual numbers become available.
- G. Utility Payment.** Resident must make payment in full to Landlord or the Utility Billing Company of the utility charges prior to the due date listed on each bill. Landlord and Resident agree that the actual cost to Landlord and/or Utility Billing Company when Resident fails to pay the utility bill on time is difficult or impossible to ascertain, but the parties agree that Landlord and/or Utility Billing Company does, in the event of a late payment, incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing provider, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Accordingly, Landlord and Resident agree that if the payment is received after the enumerated due date then: (1) If the Utility Billing company collects utility payments then Resident shall immediately pay a late payment in the amount of **\$0.00**, which is a reasonable estimate of the costs incurred; (2) if Landlord collects utility payments then late fees shall apply as if rent was not paid. Returned checks will be assessed a **\$0.00** NSF charge.
- H. Service Charges.** Resident's billing statement will include a monthly service charge of up to **\$5.00**. A new account set up charge of **\$0.00** and final bill fee of **\$0.00** will also be applied to the resident's bill. The service charge represents the reasonable value of services provided by Landlord or the utility billing company to allocate the utility costs to the responsible parties, provide billing to Resident, and process payments. The monthly service charge is subject to change upon sixty days written notice of increase.
- I.** Resident agrees to pay any fees charged by a collection agency to Landlord to collect amounts due from Resident.
- J. Resident Questions and Concerns Regarding Utility Billings.** Resident concerns and questions regarding utility billings may be addressed to **Conservice 1-866-9477379**.
- 4. Landlord Liability.** Landlord is not liable for claims arising from utility service outages, interruptions, or fluctuations in utilities provided to Resident's apartment not reasonably within the Landlord's control.
- 5. Conservation.** Resident agrees to comply with any utility conservation efforts implemented by Landlord.
- 6. Tampering.** Resident agrees not to disturb, tamper, adjust, or disconnect any utility service a sub-metering device or system.
- 7. Estimation.** Landlord may estimate Resident's consumption if Resident's sub-meter is broken or does not transmit a meter reading or if Landlord has not received bills from utility providers in time to prepare Resident's invoices.
- 8. No Waiver.** Landlord's waiver of any covenant of this Utility Addendum, or the Rental Agreement will not constitute a waiver of any other breach. Landlord's acceptance of rent or any other payment with knowledge of Tenant's failure to pay utility charges does not waive Landlord's right to enforce any provision of this Utility Addendum or the Rental Agreement.

No waiver will exist unless made in writing and signed by both Resident and Landlord.

- 9. Severability.** If any provision of this Utility Addendum or the Rental Agreement is determined to be invalid or unenforceable by any court, the remaining provisions will remain fully valid, enforceable, and binding on the parties.
- 10. Modification.** Landlord reserves the right to modify the method by which the utilities are furnished to the premises or billed to Resident during the term of this lease and may modify billing Lessee for utilities previously included in the rent by giving the resident a 30 day written notice.



Signed by **Fredrick L. Thornton, Jr.**
Wed Sep 14 02:52:28 PM PDT 2016
Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)	Date	(Owner/Agent)	Date
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VALET TRASH ADDENDUM


This document is an addendum to the Lease Agreement dated **August 21, 2016** between **Fredrick L. Thornton, Jr.** and **Bella Vista Lake Washington** for the **Unit # H308** located at **2100 Lake Washington Blvd. N, Renton, WA 98056**.

Valet trash service will be provided for each Resident **5** times a week on **Sunday through Thursday**. The cost for Valet Waste Service is **\$25.00** per month. A container will be provided to Resident and must be used in conjunction with the valet service. **Containers with bagged trash should be placed outside front door only between the hours of 6:00 pm - 8:00 pm.** Service will begin at **8:00pm**. All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash will be collected. All boxes must be broken down and flattened. After collection, Resident is required to bring containers inside by **9:00 a.m.** the following morning. Containers are the property of **Valet Waste**. It is the responsibility of Resident to keep the container clean. There will be a **\$50.00** charge to the Resident if an additional or replacement container is needed or if Resident takes the container when vacating the Unit.

If the Resident misses service on any designated night, it is the Resident's responsibility to bring trash to the designated compactor or dumpster area or keep the trash inside the Unit until the next collection evening. **Containers/trash may NOT be left out for any reason during non-designated times.** If Resident fails to comply with the requirements a fine of **\$25.00** per bag will be charged and the container may be removed. Disposing of trash will be Resident's responsibility.

Failure to comply with this trash policy will be considered a material violation of the Lease Agreement and may be subject to eviction. Resident recognizes that failure to abide by the policies causes Landlord damage and the precise amount is difficult or impossible to ascertain due to the cost of clean-up, diversion of resources and risk of pest or other problems that may arise.

Resident(s) acknowledges to have read this Addendum and understands the terms and conditions contained herein.

 Signed by **Fredrick L. Thornton, Jr.**
Wed Sep 14 02:52:38 PM PDT 2016
Key: F4A0FBCE; IP Address: 73.169.168.196

Fredrick L. Thornton, Jr. (Resident)

Date

(Owner/Agent)

Date

MOVE-IN/MOVE-OUT INSPECTION FORM

Resident Name(s) Fredrick L. Thornton, Jr.	Move-In Inspection Date	Move-In Inspection By	Move-In Date August 21, 2016
Apartment Address 2100 Lake Washington Blvd. N #H308, Renton, WA 98056	Move-Out Inspection Date	Move-Out Inspection By	Move-Out Date

The condition of this Unit is clean, free of any visible pest, undamaged, in good working order and adequate for customary use unless otherwise noted hereon.
Use condition codes and comments to describe exceptions and mark NA for items not applicable.

CONDITION CODES: • **EXC** - Excellent • **FR** - Fair • **PR** - Poor • **NCL** - Needs cleaning • **REP** - Replace • **PE** - Pest • **NR** - Needs repair
• **PT** - Needs painting • **SCR** - Scratched • **CLN** - Clean • **NEW** - New

	MOVE-IN INSPECTION		PRE MOVE-OUT INSPECTION		MOVEOUT INSPECTION	
	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
KITCHEN						
Walls/Ceiling						
Floor						
Hood/Filter/Vent						
Counter Top						
Sink/Disposal						
Cabinets/Drawers						
Shelves						
Windows/Screens						
Window Treatment						
Light Fixtures						
Refrigerator						
Dishwasher						
Stove/Oven						
Microwave						
Other:						
DINING ROOM						
Walls/Ceiling						
Floor						
Window Treatment						
Closet/Doors						
Window/Screen						
Fixtures/Fan						
Other						
LIVING ROOM						
Walls/Ceiling						
Floor						
Window Treatment						
Closet/Doors						
Window/Screen						
Fixtures/Fan						
Fireplace						
Other						
BATHROOM (ONE)						
Walls/Ceiling						
Floor						
Cabinets/Drawers						
Door						
Mirror						
Tub/Shower						
Sink/Faucet						
Countertop						
Toilet						
Towel Rack						
Fixtures/Exhaust Fan						
Other						
BATHROOM (TWO)						
Walls/Ceiling						
Floor						
Cabinets/Drawers						
Door						
Mirror						
Tub/Shower						
Sink/Faucet						
Countertop						
Toilet						
Towel Rack						
Fixtures/Exhaust Fan						
Other						

BEDROOM (ONE)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Windows/Screen						
Window Treatment						
Fixtures/Fan						
Other						
BEDROOM (TWO)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Windows/Screen						
Window Treatment						
Fixtures/Fan						
Other						
BEDROOM (THREE)	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Windows/Screen						
Window Treatment						
Fixtures/Fan						
Other						
ADDITIONAL ROOM	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Floor						
Closet/Doors						
Window/Screen						
Window Treatment						
Fixtures/Fan						
Other						
ENTRY/PATIO/ BALCONY	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Walls/Ceiling						
Doors						
Window/Screen						
Window Treatment						
Fixtures/Fan						
Other						
GARAGE/CARPORT	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Remote/Opener						
Other						
MECHANICAL	CODE	COMMENT	CODE	COMMENT	CODE	COMMENT
Air Conditioner						
Smoke Detector						
Locks						
Other						

ACCESS DEVICES	Move In Count	Move Out Count	<p>Any security deposit shall be held by the Landlord for Resident who is party to the Lease. The claim of a Resident to the security deposit shall be prior to the claim of any creditor for the Landlord.</p> <p>From the time of the Pre Move-Out Inspection until the termination of the tenancy, the Resident may remedy the deficiencies identified in a manner consistent with the rights and obligations of the parties under the Lease, in order to avoid deductions from the security deposit.</p> <p>The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of tenancy or that were not identified during the time of the Pre Move-Out Inspection and for damages to the Unit/Community. A final itemized statement will be provided to Resident.</p>
Door			
Common Area			
Mailbox			
Fob			
Amenity			
Other			

Move-In Inspection:

(Resident)

Date

(Agent for Owner)

Date

Pre Move-Out Inspection:

Move-Out Inspection

(Resident)

Date

(Resident)

Date

(Agent for Owner)

Date

(Agent for Owner)

Date

Bella Vista

2100 Lake Washington Blvd N, Renton WA 98056



Evacuation Route

Gracefully perched just above the lake, Bella Vista Lake Washington surrounds you in a beautiful community of richly detailed architecture, gorgeous lake vistas and formal landscaping... creating a romance that helps you leave the world behind.

Name: _____ Date: _____
Name: _____ Date: _____
Name: _____ Date: _____



Got Mold?

Frequently Asked Questions About Mold

What are molds?

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

What makes molds grow in my home?

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including; wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

Can I be exposed to mold?

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

Do molds affect my health?

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

A small number of molds produce toxins called mycotoxins. When people are exposed to high levels of mold mycotoxins they may suffer toxic effects, including fatigue, nausea, headaches, and irritation to the lungs and eyes. If you or your family members have health problems that you suspect are caused by exposure to mold, you should consult with your physician.

When is mold a problem?

You know you have mold when you smell the “musty” odor or see small black or white specks along your damp bathroom or basement walls. Some mold is hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture from flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water usage and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

When should I sample for mold?

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up.

Can I control mold growth in my home?

Yes you can. Dry out the house and fix any moisture problems in your home:

- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can't start to grow.

What can I use to clean up mold?

Clean up mold and take care of the problem by following the advice above to keep your home dry and keep mold out. Act fast! Mold damages your home as it grows. Clean it up as soon as possible.

Size the Moldy Area

Decide if you have a large or small area of mold. A small area is less than about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection.

If you have a lot of mold damage (more than ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in hidden places hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.

Use Protection

Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.

Seal the Area

Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.

Remove Items

Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.

Bag Moldy Trash

Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.

Scrub Surfaces

Scrub hard surfaces:

- First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.
- (Optional step) Then wipe with a solution of 1/4 cup bleach to one gallon of water. Wait 20 minutes and repeat. Wait another 20 minutes.
- Last apply a borate-based detergent solution and don't rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has "borate" listed on the ingredients label.

Clean and Wash

Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.

Monitor

Check regularly to make sure mold has not returned to the clean-up area.

What cleans up moldy furniture?

How to clean you moldy furniture depends on how it reacts to water. See chart below:

Reaction to Water	Items	Recommendations
Doesn't absorb water and is washable.	Wood, metal, plastic, glass, and ceramics objects.	Wipe with a solution of lukewarm water and laundry detergent.
Absorbs water and is washable.	Clothes and bedding.	Wash in laundry.
Absorbs water but not washable.	Beds, sofas and other furniture.	These items may have to be discarded. Or, try to save by vacuuming well and allowing to air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item.

Should I paint over mold?

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

Must landlords tell tenants about mold?

Yes! In 2005, the Washington State legislature approved Senate Bill 5049 which requires landlords to notify their tenants about mold. See our resources landlords can use to comply with this mold notification requirement at www.doh.wa.gov/chp/ts/iaq/renter.htm.

Who are my local contacts for more information about mold?

In Washington, you can contact your county health department (www.doh.wa.gov/LHJMap/LHJMap.htm) for more information about mold. If you live outside of Washington State, try contacting your county or state health department (www.doh.wa.gov/Links/links2.htm#State).

Need more mold information?

- CDC has frequently asked questions, identifying mold problems and cleanup, and workplace resources at www.cdc.gov/mold.
- EPA offers resources for homeowners, schools, and building managers at www.epa.gov/mold.
- Northwest Clean Air Agency "Mold in Your Home" videos are available in English and Spanish at www.nwcleanair.org/aqPrograms/indoorAir.htm.