Apartment Lease Contract



Date of Lease Contract: April 29, 2017

(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

	Moving In — General Information		
1.	PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract): Yingyan Wang, Bradford Medeiros		you'll pay an initial late charge of \$
	KW/LF Radius, LLC		returned by your bank for any reason, all future payments due during the remainder of your tenancy, notwithstanding the signing of any new lease agreements, must be by cashier's check, certified check or money order
2.	(name of apartment community or title holder). You've agreed to rent Apartment No. 211 , at 400 Boren Ave North (street address) in Seattle (city), Washington, 98109 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):		only. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation. All money obligations to be paid under this Lease Contract shall be considered rent. If this community has a drop box, it is provided only as a convenience to the Residents. Use of the drop box for payment of rent or any other amount and for providing notices to the Owner are at the sole risk of loss or theft of the Resident. If any payment is lost prior to receipt by the Owner, Resident agrees to immediately replace the payment at their sole cost. Resident is strongly encouraged to make all payments directly to the Owner and to obtain a receipt for all payments. In addition to the monthly rent, you agree to pay the sum of \$_300.00_{\text{as a one-time, non-refundable administrative fee.}} The fee will not be returned or credited to any charges owing by you at the time of move out. UTILITIES. We'll pay for the following items, if checked:
	No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any three months. If the previous space isn't filled in, two days per month is the limit. Receipt of mail at the apartment by any person not listed on this agreement shall be deemed to be proof of occupancy by that person. Any person in the unit, with or without the Resident's knowledge, including but not limited to invitees of guests or other invitees, shall be deemed to be guests for purposes of this agreement.		water gas electricity master antenna wastewater trash cable TV other You'll pay in full as billed for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are sub-metered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance. If recycling is mandated by law, then Residents will be
3.	LEASE TERM. The initial term of the Lease Contract begins on the 30th day of June, 2017, and ends at midnight the 29th day of June, 2018. This Lease Contract will automatically renew month-to-month unless either party gives at least 20 days written notice of termination or intent to move-out as required by paragraph 37. If the number of days isn't filled in, at least 20 days notice is required before the expiration date above or, if the lease has renewed on a month-to-month basis, at least 20 days notice is required before the end of the monthly rental period.	8.	equally charged if the community is assessed any recycling related fines. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.
4.	SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$\frac{2210.00}{2000}\$, due on or before the date this Lease Contract is signed. Your security deposit will be held in an escrow		We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.
-SVZ/930611-3/01-	company or bank escrow account located in Washington until disposition. See paragraphs 41, 42, and 43 for security deposit return information. Any nonrefundable fees will be described in paragraph 10 or on addendums to this lease. If we sell the apartments, we will transfer your security deposit to the new owner who will give you any required statutory notices. In the case of multiple residents, the security deposit shall not be returned until the final Resident on the agreement has vacated and Owner reserves the right to issue any refund check in the name of all Residents or only in the name of the final remaining Resident. It is the		Additionally, you are [check one] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. You acknowledge that no portion of the rent paid by you under this
5.	Residents' sole responsibility to allocate any refunded amount between themselves. KEYS AND FURNITURE. You will be provided apartment		agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy. LOCKS AND LATCHES Koved lock(s) will be released after the prior
	key(s), mailbox key(s), and other access devices for Fob/Remote Your apartment will be [check one]: furnished or \begin{align*}{c} align		LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in. You may at any time ask us to: (1) install one keyed deadbolt lock on an
6.	RENT AND CHARGES. Unless modified by addenda, you will pay \$2243.00 per month for rent, payable in advance and without demand:		exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one door viewer on each exterior door; and (4) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.
	★ at the on-site manager's office, or★ at our online payment site, or☐ at		What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.
	Prorated rent of \$74.77 is due for the remainder of the [check one]: \bigsize 1st month or \bigsize 2nd month, on		keyed deadbolt lock ☐ door viewer ☐ sliding door bar☐ sliding door pinlock
	Otherwise, you must pay your rent, in advance, on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the3rd day of the month,		Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

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Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease Contract and will supersede any conflicting provisions of this printed lease form.

See special provisions on the last page

See any additional special provisions

- 11. EARLY MOVE-OUT. You'll be liable to us for a reletting charge of __ if you: 974.00
 - (1) fail to give written move-out notice as required in paragraphs 23 or 37: or
 - move out without paying rent in full for the entire lease term or renewal period; or
 - move out at our demand because of your default; or
 - (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertainparticularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

Lease Buy Out. If you desire to buy out your Lease Contract early please refer to your Lease Buy Out Agreement. If you have not been provided with a Lease Buy Out Agreement you must contact us regarding such an agreement. A lease buy out may not be available in all cases. Other than as required by law or otherwise stated in this Lease Contract the Lease Buy Out Agreement shall govern the means by which you may terminate this Lease Contract before the end of its term.

12. REIMBURSEMENT. You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence, by you or your guests or occupants. In addition, unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. PROPERTY LEFT IN APARTMENT.

We or law Removal After Surrender, Abandonment, or Eviction. officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

Storage. We may store, but other than as may be required by law have no duty to store, property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft unless otherwise provided by law. You must pay reasonable charges for our packing, removing, storing, and selling any property.

Redemption. If we've seized and stored property as authorized by the state statute, you may redeem the property by paying all reasonable moving and storage fees if you make written request for the return of the property before we have sold or disposed of it. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale. We may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 day after a writ of restitution is executed, following a judicial eviction.

Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property described in (1) and (2) above not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than $45\,\mathrm{days}$ after written notice to you. Our notice may be sent to you first class mail to your last known address or to any other addresses you provided us in writing or any other address known to us for you. Our notice will include (1) our name and the address where we may be contacted, (2) the place where your property is stored, (3) a statement informing you that a sale or disposition of your property will take place in accordance with state law, (4) the date of the sale or disposal (which may be no sooner than 45 days from the date of notice), and (5) a statement informing you of your right (upon payment of storage charges) to have the property returned prior to its sale or disposition. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. We'll hold any excess proceeds from the sale for you for one year from the date of sale. If no claim is made to the proceeds in that year, we may retain the proceeds.

However, if your property that we are storing has a cumulative value of \$250 or less, we may sell or dispose of your property (except for personal papers, family pictures, and keepsakes) after 7 days from the date that we mailed notice to you of the prospective sale or disposal. We'll send you a 45 day notice before we dispose of any personal papers, family pictures, and keepsakes.

After writ of restitution is issued, if we receive timely notice from you or your representative that you want us to store your personal property, we will do so in accordance with the requirements of RCW 59.18.312.

- 14. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, or your failure to pay any subsequent rent or other charges owing under this Lease Contract, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights and remedies under paragraphs 11 and 32 apply to acceleration under this paragraph.
- 15. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If we give you at least 30 days written notice (60 days written notice within the City of Seattle if the increase is 10% or higher) of rent increases or lease changes effective when the Lease term or renewal period ends, this Lease Contract will automatically continue month-tomonth with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37.
- 16. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The lease will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your
- receiving the notice, but not later.
 (2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.
- 17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it without prior notice to you.

While You're Living in the Apartment

18. COMMUNITY POLICIES OR RULES/FACILITIES. You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. After 30 days written notice, we may make changes to written rules, effective on completion of your lease term, or in a month-to-month tenancy, effective at the end of the next calendar month. You understand and agree that any and all facilities provided by us are provided as a gratuity and their use is not part of the rent that you pay. We reserve the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to you or any other residents, and that any such action shall not constitute any claim by you for diminished rental value or a claim of default under the terms of this agreement by us. 19. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business in your apartment or in the apartment community is prohibited except that any lawful business conducted "at home" by computer, mail, 05062017763702WA15090250

or telephone is permissible if customers, clients, patients, or other business regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

- 20. PROHIBITED CONDUCT. You and your occupants or guests may not engage in the following: criminal activities, behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia (as defined by either Washington State or Federal Law, including marijuana); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances, or anything that may increase our insurance costs; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations
- 21. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed. A vehicle is unauthorized or illegally parked in the apartment community
 - has a flat tire or other condition rendering it inoperable; or
 - is on jacks, blocks or has wheel(s) missing; or

 - has no current license or no current inspection sticker; or takes up more than one parking space; or belongs to a resident or occupant who has surrendered or abandoned the apartment; or
 - is parked in a marked handicap space without the legally required (6) handicap insignia; or
 - is parked in a space marked for manager, staff, or guest at the office;
 - blocks another vehicle from exiting; or
 - is parked in a fire lane or designated "no parking" area; or
 - (10) is parked in a space marked for other resident(s) or unit(s); or (11) is parked on the grass, sidewalk, or patio; or

 - (12) blocks garbage trucks from access to a dumpster.
- **22. RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31, or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or bad health.
- 23. MILITARY PERSONNEL CLAUSE. You agree to comply with any federal law, including but not limited to the ServiceMember's Civil Relief Act, or any applicable state law, if you are seeking to terminate a lease or month to month rental agreement under the rights granted by such laws.
- 24. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. YOU AGREE TO MAKE EVERY EFFORT TO FOLLOW THE SECURITY GUIDELINES IN THIS LEASE CONTRACT.

Statutory Notice Regarding Smoke Detectors and Carbon Monoxide **Detectors.** We'll furnish a smoke detector and carbon monoxide detector in the apartment as required by statute. We'll test the smoke detector and carbon monoxide detector and provide working batteries (if applicable) when you first take possession. After that, you must maintain the smoke detector and carbon monoxide detector and replace any batteries as needed, at your expense. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke-detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable, remove, or damage smoke detectors or carbon monoxide detectors. If the foregoing is violated or you fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. You acknowledge that we have advised you: (i) that the apartment is equipped with a smoke detector and carbon monoxide detector, (ii) that it's your responsibility to maintain the smoke detector and carbon monoxide detector in proper working condition, and (iii) that you may be subject to fines of up to \$200 or other penalties for your failure to comply with the provisions of RCW 43.44.110. You confirm that the smoke detector and carbon monoxide detector was operational as of the date of your inspection, and (iv) following the commencement of the lease term, you will pay for and replace the smoke detector and carbon monoxide detector batteries, if any, as needed. You must not permit or cause the removal, disconnection, or disabling of the smoke detector or carbon monoxide detector.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the lawenforcement agency's incident report number upon request.

25. CONDITION OF THE PREMISES AND ALTERATIONS. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. To the extent allowed by law, we disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in which must be completed by you and returned to us. Unless otherwise noted on the form, everything will be considered to be in a clean, safe, and good working condition upon move-in. You understand that items noted on a move in inspection form do not indicate an agreement by us to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; broken windows, wet areas on floors, walls or ceilings; electrical problems; malfunctioning lights; broken or missing locks or latches, toilets or faucets; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. ANIMALS. No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in

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writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contact. We will authorize a service animal for a disabled (handicapped) person. We may require a written statement from a qualified professional verifying the need for the service animal. You must not feed stray or wild animals. No pets will be allowed to visit the property and no "pet-sitting" shall be allowed. If a pet becomes a problem in our sole opinion, we reserve the right to require that the pet be removed from the property. Once a pet has been removed from the property, the pet deposit for that pet shall not be returned during the tenancy even though the animal is no longer on the property. If you have pets, companion or service animals, they must be secured during maintenance work. If they are not secured and pose any type of danger to Maintenance, in our sole opinion, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be your sole responsibility to schedule a return by Maintenance for the completion of the work after the animal has been secured.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may kennel the animal or contact a humane society or local authority for pick up. When kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. WHEN WE MAY ENTER. If you or any guest or occupant is present and gives permission to enter, then repairers, servicers, contractors, our representatives or other persons listed in (2) below. Otherwise, the persons listed in (2) below may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is hand delivered to someone in the apartment or is left in a conspicuous place in the apartment at least 48 hours before entry (or 24 hours before entry if entry is to show the apartment to prospective residents or purchasers at a specified time). No prior notice is needed in emergencies or situations when prior notice is impractical; and
- entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents. We reserve the right to refuse maintenance work if only a person under age 18 is present at the time of the scheduled work. Refusal to allow us or our agents or vendors to enter the unit after proper notice, if required, shall be a material violation of this agreement.
- 29. MULTIPLE RESIDENTS OR OCCUPANTS. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 42.

Replacements

30. REPLACEMENTS AND SUBLETTING. Replacing a resident, sub letting, or assignment is allowed only when we consent in writing. If departing or remaining residents find a replacement resident acceptable us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

(1) a reletting charge will not be due;

- a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and
- the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term. (3)

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. RESPONSIBILITIES OF OWNER. We'll act with customary diligence

- keep common areas reasonably clean, subject to paragraph 25;
- maintain fixtures, furniture, hot water, heating and A/C (2)
- substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing;

 (4) make all reasonable repairs, subject to your obligation to pay for
- damages for which you are liable.
- commence steps, within 24 hours after our receipt of written notice from you (except where circumstances are beyond our control), to restore hot or cold water, heat, electricity or to remedy situations imminently hazardous to life;
- commence steps, within 72 hours after our receipt of written notice from you (except where circumstances are beyond our control), to remove or remedy a condition that deprives you of the use of a refrigerator, range and oven, or major plumbing fixture supplied by
- commence steps, within 10 days after our receipt of written notice from you (except where circumstances are beyond our control), to repair or remedy all other items for which we are responsible that are not described in (5) or (6) above.

We have no duty to repair if the defective condition was caused by you, your guests, or others acting under your control, or if you unreasonably fail to allow us access to the apartment to make such repairs.

You may not repair items yourself and deduct the cost of repairs from your rent unless you have fully complied with the statutory requirements for doing so. Under state statute, you must be current in your payment of rent (including utilities) before exercising any statutory or Lease Contract remedy.

32. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, in bad faith, makes an invalid

habitability complaint to an official or employee of a utility company or the government; (6) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (7) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 20; or (8) any illegal drugs or paraphernalia are found in your apartment or illegal drugs are used in

Eviction—**Nonpayment of Rent.** If you default in rent payment we may end your right of occupancy by giving you 3 days written notice to vacate. The notice will state that you are required to either pay rent in full within 3 days or vacate. Notice may be by: (1) personal delivery to any resident; (2) if a resident is unavailable, personal delivery at the apartment to any occupant of suitable age and discretion in addition to regular mail delivery to a resident; or (3) if no one of suitable age and discretion is home, by leaving a copy of the notice in a conspicuous place in the unit or on the door, delivering a copy to any person in the apartment (if one can be found), and mailing notice to a resident. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; or to past or future rent or other sums; or to continue with eviction proceedings.

Eviction—All Other Violations. If you default other than by nonpayment of rent, we may end your right of occupancy by giving you 10 day notice, and this notice will state that you must either remedy your breach or vacate the apartment within the 10 day period. Notice may be given in the same manner as the nonpayment of rent notice described above. However, if you permit waste on the premises, operate an unlawful business, or if conduct by you or your guests constitutes a nuisance, we may give you 3 days notice to vacate. If you fail to vacate the apartment after service of a termination notice made 20 days or more before the end of the monthly rental period, we are not required to give you any additional notice. Resident understand 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-

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to-month tenancy.

However, if your default involves (1) drug related activities, (2) imminent hazard to the physical safety of other persons on the premises for which you were arrested, or (3) gang related activity, you have no 30 day right to cure.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) subject to our mitigation duties, you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date

of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party reasonable attorney's fees and all other litigation costs. The Owner shall be deemed to be the prevailing party if the action voluntarily is halted by the Owner prior to judgment, or if the case is not filed, prior to filing, on the basis that the Owner accepted from the Resident of all or part of the amounts alleged to be owing, or on the basis that the Resident vacated the rental unit. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 12% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll make a reasonable effort to relet and minimize damages after we learn of your early move out or abandonment. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. MISCELLANEOUS. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us notwithstanding the contents of any prior agreement, assumptions, advertisements, warranties or representations by any person or entity. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No verbal agreements, advertisements, warranties or representations have been made or relied upon by either party or any agent or employee of either party, and neither party. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, or our acceptance of rent after a notice of non-compliance or non-payment isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located.

Resident has completed an application in connection with executing this Lease. Owner has relied upon the statements set forth in said application

in deciding to rent the Premises to Resident. It is agreed that should Owner subsequently discover any misstatements of fact in the Resident's application, such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Owner to serve Resident with a three-day notice terminating the tenancy under RCW 59.12.030(6).

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and remove all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

FORCE MAJEURE: If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 34. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments subject to governmental regulations) first to any of your unpaid non-rent obligations, then to current rent—regardless of notations or restrictive endorsements on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
- 35. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

Security Guidelines for Residents

36. SECURITY GUIDELINES. In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your apartment, including any children you may have, about these guidelines

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENTS

- Lock your doors and windows—even while you're inside.
 When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
- If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
- Don't put your name, address, or phone number on your key ring. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. Management may, at their option, rekey for you as long as you pay for the rekeying
 Dial 911 for emergencies. If the 911 number does not operate in
- your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management. Check your smoke detector and carbon monoxide detector monthly
- to make sure it is working properly and the batteries are still okay.

- Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.

 If your doors or windows are <u>unsecured</u> due to break-ins or
- malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
- 10. Immediately report to management—in writing, dated and signed—any needed repairs of locks, latches, doors, windows, smoke detectors and carbon monoxide detectors, and alarm systems.
- 11. Immediately report to management—in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc. Close curtains, blinds, and window shades at night.
- Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
- Leave a radio or TV playing softly while you're gone. Close and latch your windows while you're gone, particularly when 16. you're on vacation.
- 17. Tell your roommate or spouse where you're going and when you'll be back.
- Don't walk alone at night. Don't allow your family to do so.
- 19. Don't hide a key under the doormat or a nearby flowerpot. These

- are the first places a burglar will look.
- 20.
- Don't give entry keys, codes or electronic gate cards to anyone. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores
- 22. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
- While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and
- roll up the windows when leaving your car parked. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
- Don't leave your keys in the car. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you 28. are at home, school, work, or on vacation.

- 29. Always park in a well-lighted area. If possible, try to park your
- car in an off-street parking area rather than on the street.
 Check the backseat before getting into your car.
 Be careful when stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN PERSONAL SAFETY AND THE SAFETY OF YOUR PERSONAL PROPERTY AT ALL TIMES WHILE ON THE PREMISES. WE ARE NOT PROVIDING ANY SECURITY FOR YOU PERSONALLY, THE MEMBERS OF YOUR HOUSEHOLD OR GUESTS, AND DO NOT PROVIDE SECURITY OF YOUR PERSONAL PROPERTY. ANY SECURITY YOU SEE ON THE PROPERTY, INCLUDING CAMERAS OR GATES, ARE FOR THE SOLE BENEFIT OF OUR PROPERTY.

When Moving Out

- 37. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 23). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:
 - We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
 - Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

- 38. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 21-day period or as amended by Washington state law for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address
- **39. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. Carpets must be professionally cleaned by a third party truck style cleaner. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges. In lieu of liability for cleaning charges, we may charge you a non-refundable cleaning fee which will be described in paragraph 10 or an addendum to this Lease Contract and will not be construed as part of any security deposit.
- **40. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection, but the move out inspection will not be delayed to accommodate your schedule. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- **41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable, which may be without from your security deposit upon expiration of the Lease Contract (this list is not deemed to exclude charges for damages not specifically listed): unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse,

including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false securityalarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You acknowledge and agree that any cleaning or damages due to smoke damage from any source, including but not limited to cigarettes, cigars, pipes, candles or incense, shall not be considered to be normal wear and tear and that you will be charged for all such cleaning, repair or replacement costs.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 21 days or as amended by Washington state law after the lease is terminated, and you surrender the apartment, or 21 days or as amended by Washington state law after we learn of your abandonment. We reserve the right to amend the charges listed due to later-discovered damages, or if only an estimate was available during the 21 day or as amended by Washington state law period and the actual amount differs from the estimated charges.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

You have abandoned the apartment when all of the following have occurred: (1) you are in default for nonpayment of rent, and (2) you have either told us you do not intend to continue tenancy or evidence indicates this intention. Evidence of this intention includes without limitation your removal of some or all of your clothes, furniture, or personal belongings or the disconnection of utilities to your unit that are not in our name.

Surrender, abandonment, or judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

Signatures, Originals and Attachments

43. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed and your signature below acknowledges receipt of copies of them.

You are legally bound by this document.

Read it carefully before signing.

acknowledges receipt of copies of them.		
🛮 Animal Addendum	Resident or Residents (all sign below	n)
Inventory and Condition Form	Signed by Yingyan Wang Tue May 9 05:40:24 PM PDT 2017	
Mold Addendum	Tue May 9 05:40:24 PM PDT 2017	
Enclosed Garage Addendum		
Community Policies Addendum		
Lease Contract Guaranty (<u>0</u> guaranties, if more than one)		
Notice of Intent to Move Out Form		
Parking Permit or Sticker (quantity:0)		
Satellite Dish or Antenna Addendum	Owner or Owner's Representative	(signing on hehalf of owner)
Asbestos Addendum (if asbestos is present)	owner or owner s representative	(signing on centil)
Lead Hazard Information and Disclosure Addendum (federal)		
Utility Addendum		
Remote Control, Card or Code Access Gate Addendum	Name and address of locator servi	ce (if applicable)
Lease Contract Buy-Out Agreement		
☐ Intrusion Alarm Addendum		
Tenant Rights Information Packet (City of Seattle Only)		
Copy of SMC 7.25 (City of Seattle Only)		
Other		
Other	Date form is filled out (same as on t	op of page 1) 04/29/2017
G outer		7 77 8 -
No. 11. 11. 11. 11. 11. 11. 11. 11. 11. 1	State of Washington	
Name, address and phone number of owner or owner's representative for notice and process purposes (include name of county in State of	_	
Washington)	County of	
viusinigion)	Leartify that I know as have satisfac	ctory evidence that
Radius	I certify that I know or have satisfac	tory evidence that
400 Boren Ave North		
Seattle, WA 98109	is/are the person(s) who appeared	before me and acknowledged that he/
USA	_	nd acknowledged it to be his/her/their
(206) 257-5245		9
	free and voluntary act for the uses ar	nd purposes mentioned in the instrument.
Your security deposit will be deposited in:		
E C Blog Chase		
Escrow Company or Bank Name: Chase	Dated	My Commission Expires
Address:		,
South Lake Union		
	D: (INI	C: (NI) DIII
Seattle, WA 98109	Printed Name of Notary Public	Signature of Notary Public
Your cancelled check will be your deposit receipt.		
	Note: Signature of owner must be nota	rized if lease is for more than one year.
	(Has abore anges	for notary stamp(sed)
	(Use above space	for notary stamp/seal)
	m amaa mambabla fmam Ta	adland including but
SPECIAL PROVISIONS (CONTINUED FROM PAGE 2). Any item o		
not limited to parking, storage, parking, pers		
monthly basis, but with the monthly rent pro-r	ated at the commencemen	t of the rental, but
any termination of such rental must be on the	last day of the month,	and early termination
of the rental will be charged through the end	of the last month of th	e rental. Any
termination of tenancy will automatically term		
	indee dily buen duareren	ar remedi wremode prior
notice.		

Radius Yingyan Wang, Bradford Medeiros

 $\hbox{@\,}2016,$ National Apartment Association, Inc.

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UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated April 29, 2017 between KW/LF Radius, LLC

Yingyan	Wang, Bradford Medeiros	("You" and / or "you") of Apt. No. 211	
located at	400 Boren Ave North		
	Seattle, WA 98109	(street ad and is in addition to all terms and conditions in t n those of the Lease, this Utility Addendum shall control.	he Lease.
	it that the terms of this othery reacheant connect with	etering or otherwise measuring the cost of the utility, will be as:	
below.	sidility for payment of diffices, and the method of me	etering of otherwise measuring the cost of the utility, will be as	mulcateu
a)	Water service to your dwelling will be paid by you eit ☐ directly to the utility service provider; or ☑ water bills will be billed by the service provider to ☐ If flat rate is selected, the current flat rate is \$ ☑ 3rd party billing company if applicable NWP	us and then allocated to you based on the following formula:	1
b)	Sewer service to your dwelling will be paid by you eit ☐ directly to the utility service provider; or	ther:	1
c)	Gas service to your dwelling will be paid by you eithe directly to the utility service provider; or	er: us and then allocated to you based on the following formula:	1
ŕ	Trash service to your dwelling will be paid by you eith ☐ directly to the utility service provider; or	ner: as and then charged to you based on the following formula: per month.	10
e)	Electric service to your dwelling will be paid by you e directly to the utility service provider; or electric bills will be billed by the service provider to life flat rate is selected, the current flat rate is \$ life 3rd party billing company if applicable	o us and then allocated to you based on the following formula: per month.	
f)	Stormwater service to your dwelling will be paid by y ☐ directly to the utility service provider; or ☐ stormwater bills will be billed by the service provider ☐ If flat rate is selected, the current flat rate is \$ ☐ 3rd party billing company if applicable NWP	r to us and then allocated to you based on the following formula:	10
g)	Cable TV service to your dwelling will be paid by you i directly to the utility service provider; or □ cable TV bills will be billed by the service provider to □ If flat rate is selected, the flat rate is \$	a either: o us and then allocated to you based on the following formula:	
h)	Master Antenna service to your dwelling will be paid ☐ directly to the utility service provider; or	by you either: der to us and then allocated to you based on the following formula: per month.	
i)	☐ If flat rate is selected, the current flat rate is \$	o us and then allocated to you based on the following formula:	
	(Other) Hot Water Energy ☐ directly to the utility service provider; or ☑ bills will be billed by the service provider to us a ☐ If flat rate is selected, the current flat rate is \$	service to your dwelling and costs will be paid by young the following formula: per month.	ou either:
k)	(Other) Sewer Capacity Fee directly to the utility service provider; or	service to your dwelling and costs will be paid by yound then allocated to you based on the following formula:	ou either:
"1" - 5 "2" - 0 "3" - 0	ING/ALLOCATION METHOD KEY Sub-metering of all of your water/gas/electric use Calculation of your total water use based on sub-meteri Calculation of your total water use based on sub-meteri	ing of hot water	

- "5" "6" "7" - Allocation based on the number of persons residing in your dwelling unit
- Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
- Allocation based on square footage of your dwelling unit
 Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit "8"
- "9" - Allocation based on the number of bedrooms in your dwelling unit
- "10" Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

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2.	If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request. If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the
3.	amount billed is not based on a monthly per unit cost. When billed by us directly or through our billing company, you must pay utility bills within
4.	You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$
5.	When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6.	We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7.	You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
	Where lawful, all utilities, charges and fees of any kind under this Lease shall be considered additional rent, and if partial or full payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9.	You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify in writing Owner of any change in such number of occupants.
10.	You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11.	This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12.	The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and/or the Lease Contract Tenant agrees that Seattle City Light will disclose tenant's energy use to Landlord for public display on an energy dashboard. Tenant will be responsible for Hot Water Energy—Gas charges for central boilers billed to us by the service provider and will be included as part of the per gallon rate for the hot water. The total gas charges for the central boilers to heat the water will be divided by the total consumption measured on the resident meters for a per gallon rate, along with the per gallon rate for water and sewer charges from the water utility company. Water and sewer charges will include all applicable Base Fees as charged to the property as part of their monthly billing in addition to the consumption of amounts measured by the unit's sub-meters. Sewer Capacity charge is based per dwelling unit-total sewer capacity charges divided by the number of units. Base fees are a flat fee per unit of no less that \$17.00 and no more than \$45.00. Trash expense and Stormwater fees will be divided equally to all units.
	Signed by Yingyan Wang The May 9 05:40:46 PM PDT 2017 Date
	sident Signature Date Date
	sident Signature Date
Ma	nagement Date



LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1.	Dwelling Unit Description. Unit No. 211 400 Boren Ave North (street address)	If your lease is terminated early due to your default (for example, i you abandon the premises without paying rent or are evicted), thi
	in Seattle (city), Washington, 98109 (zip code).	Concession/Discount Agreement will be immediately terminated and you will be required to immediately repay to the Owner th
	Lease Contract Description. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC	amounts of all (Check all that apply) Concessions Discounts that you have actually received for the months you resided in th
	Residents (list all residents): Yingyan Wang, Bradford Medeiros	Premises, and without further notice from us. 5. Market Rent. The market rent for this dwelling is the rent stated in the NAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated.
	Concession/Discount Agreement. As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount. (Check all that apply)	 actuary rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties. 6. Special Provisions. The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.
	Concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$	
	Monthly Discount/Concession. The rent indicated in Paragraph 6 of the Lease Contract includes a Monthly Discount of \$ per month off of the suggested rental rate for your dwelling.	
	Other Discount/Concession. You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:	
	Concession Cancellation and Charge-Back. The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract through the entire term of your Lease.	
	Resident or Residents (All residents must sign)	Owner or Owner's Representative (signs here)
_		Date of Lease Contract
1	Signed by Yingyan Wang	April 29, 2017



LEASE CONTRACT BUY-OUT AGREEMENT



	Dwelling Unit Description. Unit No. 211 , 400 Boren Ave North (street address) in Seattle (city), Washington, 98109 (zip code).		or other monetary lease obligations for the entire lease term is \$\150.00\ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.
2.	Washington, 98109 (zip code). Lease Contract Description. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC	6.	Showing unit to prospective residents. After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be
3.	Residents (list all residents): Yingyan Wang, Bradford Medeiros The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the	7.	Compliance essential. Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder
	Lease Contract and you must comply with all provisions of this Buy-Out Agreement.		of the original lease term.
	Buy-Out Procedures. You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term <i>if all of the following occur:</i>	8.	Miscellaneous. If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new
	 (a) you give us written notice of buy-out at least days prior to the new termination date (i.e., your new move-out date), which (check one) □ must be the last day of a month or □ may be during a month (if no number is entered, then the default is 30 days notice); 		termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for
	(b) you specify the new termination date in the notice, i.e., the date by which you'll move out;		any damages and any sums accruing and unpaid prior to the new termination date.
	(c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;(d) you are not in default under the Lease Contract on the new termination date (move-out date);	9.	Special provisions. Your right of buy-out (check one) ☐ is on ☐ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this
	(e) you move out on or before the new termination date and do not hold over;		printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:
	(f) you pay us a buy-out fee (consideration) of \$_4046.00 ;		In the event of an early termination, resident(s) will be responsible for
	(g) you pay us the amount of any concessions you received when signing the Lease Contract on the date that you give notice to buy out;		payment of the buyout fee referenced in article 4, section f of the lease buyout agreement equal to two month's rent.
	(h) you are current in the payment of rent and all other amounts owing under the lease through the terminating date;		Resident (s) will also forfeit their initial security deposit in addition to any other fees or penalties stated above.
	(i) you comply with any special provisions in paragraph 9 below; and		
	(j) if you choose to exercise the buy-out provision, and the unit re-rented at any time, you understand and agree that you are not eligible for, nor will receive any refund of any portion of the buy-out fee.		
	When payable. The buy-out fee in paragraph 4(f) is due and payable no later than 20 days after you give us your buy-out notice. If no number is written in, the default shall be seven (7) days. The total dollar amount of any concessions regarding rent		
	Resident or Residents (All residents must sign) Signed by Yingyan Wang Tue May 9 05:41:02 PM PDT 2017	_	Owner or Owner's Representative (signs below)
			Date of Lease Contract



ADDENDUM REGARDING MEDICAL MARIJUANA USE

and

LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM

2.	1. Dwelling Unit Description. Unit. No		Supreme Court decisions, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, HUD policy is that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws or allowed in HUD funded housing. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.
	Where the terms and conditions of this Addendum vary from or contradict any terms or conditions set forth in the Lease Contract, this Addendum shall control. Washington State law permits the limited use of medical and recreational marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Federal Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, and U.S.	 4. The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to management. 5. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions. 	
	Resident or Residents (sign here) Signed by Yingyan Wang Tue May 9 05:45:55 PM PDT 2017	Date of Signing Addendum	
	Owner or Owner's Representative (signs here)	Date of Signing Addendum	



Bed Bug Addendum

May 6, 2017 Date: -



(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This Addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1.	DWELLING UNIT DESCRIPTION. Unit No. 211 400 Boren Ave North (street address)
	in Seattle (city),
	Washington, (zip code).
2.	LEASE CONTRACT DESCRIPTION. Lease Contract date: April 29, 2017
	Owner's name: KW/LF Radius, LLC
	Residents (list all residents): Yingyan Wang, Bradford Medeiros
3.	PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

- 4. INSPECTION. You agree that you: (Check one)

 2 have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR
 - will inspect the dwelling within 48 hours after movein/renewal and notify us in writing of any bed bugs or bed bug infestation.

5. INFESTATIONS.

You agree that you have read all of the information on this Addendum about bed bugs and: (Check one)

- you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional, and remained free of bedbugs for the duration of your previous tenancy. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the

right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us in writing:

of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.

- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
 if you discover any condition or evidence that might
- indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
- 8. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.
- 9. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit, other dwelling units, or common areas for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.
- **10.TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip) Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes,

the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the
- fact that it's teeming with bed bugs. **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- Do comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents (All residents must sign) Signed by Yingyan Wang Tue May 9 05:41:18 PM PDT 2017	Owner or Owner's Representative (Signs below)		
	Date of Signing Addendum		

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.

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CRIME/DRUG FREE HOUSING ADDENDUM



	Owner or Owner's Represe	ntative (signs here)		Date of Signing Addendum	
	Signed by Yingyan Wang Tue May 9 05:41:25 PM PDT 2017				
	Resident or Resident	s (sign here)		Date of Signing Addendum	
	keeping, purchasing of controlled substance or	ring, selling, using, storing, r giving of an illegal or paraphernalia as defined ederal laws, including but	otherv	IINAL CONVICTION NOT REQUIRED. Unless vise provided by law, proof of violation of any criminal all not require a criminal conviction.	
	2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.		sin of cor for	the parties' Lease Contract. It is understood that a gle violation shall be good cause for termination the Lease Contract. Notwithstanding the foregoing ments, Owner may terminate Resident's tenancy any lawful reason, and by any lawful method, with without good cause.	
	activity" shall include, but is n		OF CA vio	THE PARTIES' LEASE CONTRACT AND GOOD. USE FOR TERMINATION OF TENANCY. A single lation of any of the provisions of this Addendum shal deemed a serious violation, and a material default	
	A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal		B. AGREE THAT ANY VIOLATION OF THE PROVISIONSCONSTITUTESAMATERIALVIC		
4.	the Resident's household, Residents affiliated with the Residents.	ent's guests, and all other	8.	Engaging in any activity that constitutes waste nuisance, or unlawful use.	
	unit, all common areas, all oth property or any common areas on or about other property own Owner. The parties hereby an Lease Contract as follows:	s or other dwelling units ned by or managed by the	7.	Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.	
3.	provision in this Addendum provision(s) contained in other provision(s) contained in other provision(s) contained Lease Contained to this Addendum shall control Addendum, the term "Premises'	is inconsistent with any portions of, or attachments ontract, then the provisions ol. For purposes of this shall include the dwelling	6.	Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.	
	Residents (list all residents): Yi Bradford Medeiros	ngyan wang,	5.	Engaging in, or allowing, any behavior that is associated with drug activity, including but no limited to having excessive vehicle or foot traffic associated with his or her unit.	
	Lease Contract date: April Owner's name: KW/LF Radiu	s, LLC		long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)	
2	Washington, 98109 Lease Contract Description.	(zip code).	4.	Violation of any federal drug laws governing the use possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So	
1.	. Dwelling Unit Description. U 400 Boren Ave North in Seattle	(street address)		not limited to the State of Washington and/or the Federal Controlled Substances Act.	



Lease Contract Amendment to Add or Change a Roommate During Lease Term



May 6, 2017

(when this Amendment is filled out)

Date: _

(This Amendment is not intended for use after the original lease term has expired.)

1.	PURPOSE OF AMENDMENT. This is an Amendment to the Lease Contract dated the day of	☐ have the following guarantor(s) guarantee the Lease Contract:
	June , 2017 (year) between (owner) KW/LF Radius, LLC	;or
		☐ <i>not</i> have any guarantor guarantee the Lease Contract.
	and ("residents") (list all original residents in paragraph 1 of Lease Contract)	Any guarantor for old resident will (check one of the following if old resident has a guarantor):
		 continue to be liable under the Lease Contract until the end of the original Lease Contract term; or
	on the dwelling located at 400 Boren Ave North , in	 be released from liability under the guaranty when this Amendment becomes effective.
	Seattle ,Washington. The purpose of this Amendment is to (check one or both): ☐ add a new resident, or ☐ delete an existing resident who is moving or has already moved out.	8. DAMAGES AND CHARGES. New resident accepts the dwelling in the condition existing at the beginning of the Lease Contract term according to the move-in inventory
2.	NEW RESIDENT("new resident") may move into the dwelling as a resident under the Lease Contract.	signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.
3.	OLD RESIDENT("old resident") (check one)	9. EXISTING KEYS. Old resident (<i>check one</i>) ☐ has turned over or ☐ will turn over his or her key(s) and access device(s) to (<i>check one</i>) ☐ new resident, ☐ remaining residents, ☐ owner, or ☐ not applicable.
	dwelling. The old resident \square is or \square is not released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract as an additional Guarantor for the dwelling.	10.REKEYING. The dwelling has a <i>keyless</i> deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey <i>keyed</i> locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and
4.	REMAINING RESIDENTS. The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.	remaining residents (check one) do or do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$
5.	CHANGEOVER DATE. New resident may move in on	11. EFFECTIVE DATE. This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):
6.	that date. SECURITY DEPOSIT. The security deposit will be	 new resident has completed and signed a Rental Application;
	handled as follows (<i>check one or more as appropriate</i>): Old resident will transfer his or her share of the	 any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
	existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.	 owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
		 new resident complies with paragraph 6 regarding security deposits; and
	Old resident will <i>not</i> transfer his or her share of the existing security deposit to new resident.	• this Amendment is signed by all parties.
	Old resident will be entitled to a refund of	12.SIGNATURES ON LEASE CONTRACT UN- NECESSARY. When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on the last page of the Lease Contract. Therefore, it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a
	Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 14 days after all residents move out at the	resident who has already moved out in violation of the Lease Contract is not necessary. 13.BINDING AGREEMENT. New resident and any
	end of the Lease Contract term. ☐ New resident will pay \$ to owner as an extra general security deposit, in addition to existing	guarantor acknowledge(s) that he or she has received a copy of the Lease Contract or has read it. New resident agrees to be bound by the Lease Contract just as if he or she signed the Lease Contract at the beginning of the
7.	security deposits being held by owner. GUARANTORS. New resident will (check one):	Lease Contract term.

Signatures	Printed name of person signing
Signatures	Printed name of person signing
	Printed name of person signing
Signatures Owner or owner's representative	Printed name of person signing
	Printed name of person signing
Owner or owner's representative	Printed name of person signing
	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out)	Printed name of person signing
Owner or owner's representative	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out)	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out) Remaining resident (not moving out)	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out)	Printed name of person signing
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Owner or owner's representative Remaining resident (not moving out) Remaining resident (not moving out) Remaining resident (not moving out) New resident (who is moving in)	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out) Remaining resident (not moving out) Remaining resident (not moving out)	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out) Remaining resident (not moving out) Remaining resident (not moving out) New resident (who is moving in)	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out) Remaining resident (not moving out) Remaining resident (not moving out) New resident (who is moving in) Old resident (who is moving out)	Printed name of person signing
Owner or owner's representative Remaining resident (not moving out) Remaining resident (not moving out) Remaining resident (not moving out) New resident (who is moving in)	Printed name of person signing

14. OTHER PROVISIONS. _



Community Policies / Master Lease Addendum

1. Preface / Definitions

In an effort to eliminate any misunderstanding concerning the obligations of and/or representations made by Greystar, the ownership of the community, or any employee of either entity, we are requesting that you carefully read the contents contained herein and signify your complete understanding by signing the last page of this document.

- a) Resident: The term "resident" refers to the person(s) who signed the Lease Contract. The terms "you" and "your" refer to all residents.
- Apartment: The term "apartment" or "apartment home" or "unit" refers to the resident's leased space, which may include an
- apartment home, townhome, premises, and/or apartment.

 Occupant: The term "occupant" refers to all persons residing in your apartment home who are included as authorized persons to occupy your apartment home on the Lease Contract, but are not lease holders.
- The term "community" refers to the property on Community:
- which the apartment home is located.

 Owner: The term "owner" refers to the title holder of the community. The term "management" refers to the owner's managing agent and its employees who manage the community. The owner's managing agent and the employees of the managing agent are not parties to the Lease Contract, act only as managing agent for the owner and shall have no obligation under the Lease Contract or this Addendum to resident, occupants, guests or invitees. The terms "we," "us," and "our" refers to either the owner or management, as the context dictates.

The following items are policies by which your community is operated. They are based on the belief that consideration of others and respect for the community is important. These policies and procedures are an addendum to and are referred to in your Lease Contract. Violation of any of these policies can result in termination of your Lease Contract. These policies may be added to, amended or repealed at any time in accordance with your Lease Contract.

2. Fair Housing Statement

This community is committed to compliance with all federal, state and local fair housing laws. Your community policies are designed to provide consistent and fair treatment of all residents in the spirit of

3. Good Neighbor Policy

All policies in this addendum apply to all residents, occupants, guests and invitees. Please be considerate of your neighbors and help us maintain a quiet, clean, community environment.

4. Security Disclosure Statement

- No Guarantee of Personal Security: Neither owner nor management make any guarantee of, or provide any warranty for your personal security or safety or for the security or safety of your occupants, guests or invitees or for the security of personal
- property in the possession of or owned by any of those persons.

 No Provision of Security: Neither Greystar, the ownership of the community, nor any employee of either entity, provides any type of security service, patrol personnel, patrol service, or device, including but not limited to intrusion alarms (whether monitored or not), controlled access gates, video cameras, controlled entry doors, or other mechanical devices which will guarantee or warrant your personal security or safety or the security or safety of your occupants, guests or invitees or the security of personal property in the possession of or owned by any of those persons. This statement is true, even in the event that one or more of the above noted devices may be present or
- in use at the community that you will reside in.

 Law Enforcement Agency is the Proper Authority for Security Related Incidents: In the event of a security related incident, you acknowledge that the appropriate law enforcement agency is the proper authority to assist you. If such a need should arise, the appropriate law enforcement agency must be contacted first. After initially contacting the proper authorities, you may contact management and advise them of the problem. You acknowledge that neither the owner nor management has any obligation to respond to calls relating to security. Owner and management are not trained or equipped to intervene in incidents relating to security. This is the responsibility of local law enforcement authorities.
- No Obligation To Install Device(s) or Contract Services: It is understood that owner has no obligation to install any device such as intrusion alarms, access gates, video cameras, controlled entry doors, or other mechanical devices, provide patrol personnel, or to contract for patrol service. In the event that one or more of these devices or services may be present on the community, there is no obligation on the part of owner to continue the use of the device or to continue any patrol personnel or patrol service.
- No Representation or Warranty as to the Reliability of such Equipment: It is understood that if the community is equipped

- with any device, such as intrusion alarms, controlled access gates, video cameras, controlled entry doors, or other mechanical device, there is no representation or warranty as to the reliability or effectiveness of any such equipment as a deterrent or in the prevention of any incident related to your personal security or safety or to the personal security or safety of your occupants, guests or invitees or the security of personal property in the possession of or owned by any of those persons. You Understand the Proper Operations of Device(s): By
- signing this document, you acknowledge that you understand the proper operations of any and all devices that may be installed in your apartment home or in your community such as an intrusion alarm or access gate system.
- Repair Requests must be in Writing: maintenance of any device, such as intrusion alarms, controlled access gates, video cameras, controlled entry doors, or other mechanical device that may be present in your apartment home or located on the community is the responsibility of the manufacturer, installer or service representative who provided the device. In the event of a malfunction of any such equipment or device, you must notify management *in writing* about the problem. The appropriate party will be contacted to effect repair or replacement.
- Outside Contractors May be Required for Repair: You acknowledge and understand that management does not have the expertise or equipment to repair any device that may be located in your apartment home or located on the community, such as an intrusion alarm, access gate system, video cameras, controlled entry doors, or other mechanical device. As outside contractors and service representatives may be required for the repair and maintenance of this type of equipment, delays may be encountered.
- Service Requests for Door and Window Locks Must be in **Writing**: Any requests for service of items such as door and window locks <u>must be made in writing</u> to management, so that there is a clear record of the request for both maintenance and management personnel.
- Release: You hereby release Owner, management, and their respective agents, officers, directors, owners, partners, employees, and their legal representatives from any claim whatsoever, with respect to any personal injury, illness, property damage or death, which is in any way related to any of the devices and/or patrol service mentioned above or to any defect, malfunction or inadequacy thereof.

5. No Reliance on Security Devices or Measures

- 5.1 Security Devices May Fail or be Thwarted by Criminals: You acknowledge that security devices or measures, including but not limited to, intrusion alarms, access gates, keyed or controlled entry doors, video cameras, or other devices, may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, you acknowledge that you should not rely on such devices or measures and should take steps to protect you and your existing property as if these devices or measures did not exist.
 - Notify Management Immediately of Malfunctions: You agree to immediately notify management of any malfunctions involving locks, doors, windows, latches, smoke alarms, and carbon monoxide detectors (if applicable).
 Your Responsibility to Test, Supply Batteries, and Not
 - You are responsible for the proper operation and regular testing of all devices in the apartment home, including but not limited to, alarms, smoke alarms, and carbon monoxide detectors (if applicable). You are responsible for supplying electrical current to devices, including replacing the batteries if applicable. You agree you will not disable, disconnect, alter or remove the smoke alarms, locking devices, alarm system, sprinkler system, fire extinguisher, screens, latches, or carbon monoxide detector (if applicable).
- 5.2 Off Duty Police Officer or Patrol Service: In the event an off duty police officer or patrol service patrols the community, the officer and/or patrol service is not equipped to provide personal security to residents, occupants, guests or invitees of any apartment home. Someone with criminal intent can circumvent any procedure used by the officer and/or patrol service and commit a crime in the community.
- **5.3 Cameras in the Community**: In the event cameras have been placed in the community or amenities, these cameras may not be monitored on a 24 hour basis and are not designed to provide personal security services for anyone.
- 5.4 Access Gates: In the event access gates are present in the community, resident agrees to follow all instructions and rules regarding the use of the gates as outlined in Section 10 of this Addendum. Neither owner nor management have any duty to maintain the gates or fencing. Residents are encouraged to contact the local enforcement agency in the event they have security concerns and contact 911 in the event of an emergency.

6. Crime Prevention Tips

There are many crime prevention tips readily available from police departments and other sources. Residents are encouraged to use these and other common sense tips:

- Report Emergencies to Local Authorities: Always report emergencies to local authorities first and then contact management, including suspicious activity
- Be Aware of Neighbors and Surroundings: Know neighbors and watch out for each other. Always be aware of surroundings and avoid areas that are not well-traveled or well-lit.
- **Keys:** Keep keys handy when walking to a car or to your apartment home. Do not put identification, such as name or address, on key rings or hide extra keys under the door mat or flower pot. If keys are lost or concerns about safety exist, contact management for rekeying. Do not give keys, codes, access cards, or gate remotes to anyone.

 Secure Doors and Windows: Do not go inside if the door is
- open upon arriving to your apartment home. Call the police before entering. Make sure door locks, window latches, and sliding glass doors are properly secured at all times. Do not open the door to a stranger.
- Security Devices: Check security devices and detection devices once a month to make sure they are working properly. **While Gone**: Lock doors and windows and leave a radio or TV
- playing softly while gone. Stop deliveries of newspapers or mail when gone for an extended period. Tell someone of plans of departure, whereabouts, and plans to return.
- Exit Routes: Know at least two exit routes from the apartment home, if possible.
- Vehicles: Always lock car doors, even while driving. Hide valuables and park vehicles in a well-lit area. backseat before entering the car. Check the

7. Renter's Insurance

In the event your community requires you to maintain renter's liability insurance, you agree to maintain it throughout the term of your residency. See management for details. You are strongly urged to purchase renter's insurance to protect your personal possessions in the event of a loss. We recommend that you ask a licensed insurance agent how best to protect your personal possessions as neither owner nor management is responsible for your personal belongings in the event of a loss, whether inside or outside of the apartment home.

8. Intrusion Alarms

In the event your community has alarm systems, the following policies

- Resident Responsible for Local Permit: The resident may elect to utilize an alarm device in the apartment home. In the event your city or local officials require a residential alarm permit application, this must be completed by the resident immediately. Provide management confirmation this has been completed. Resident is responsible for all appropriate fees.
- **Provide Management with Code:** Please note that if an alarm is installed in the apartment home, it is the resident's responsibility to provide management with the code for emergency purposes or service requests. All codes are kept confidential.
- Resident Responsible for Resulting Charges: Any charges resulting from the use of the intrusion alarm will be charged to resident, including but not limited to, false alarms with police, fire,
- or ambulance response, and required city permits or charges. Independent Contractor for Monitoring: In the event resident chooses to have the intrusion alarm monitored, resident must make arrangements with an independent company to activate and maintain the alarm system. In such case, resident must provide management with the alarm code and any special instructions for lawful entry into the apartment home.
- Use Reasonable Care: Resident agrees to use reasonable care in operating the alarm.

9. Smoke Alarms or Carbon Monoxide Detectors

In the event your apartment home has smoke alarms and/or carbon

- monoxide detectors (if applicable), the following policies apply:

 a) **Devices are in Working Order**: You acknowledge that as of the date of initial occupancy, the apartment home is equipped with one or more smoke alarms or carbon monoxide detectors (if applicable) that have been tested and provided with working batteries. You further acknowledge that you have had an opportunity to inspect the smoke alarm(s) or carbon monoxide detector(s), if applicable, and that you find it/them to be in good working order.
 - Resident to Test Device(s) and Notify Management in Writing of Problems: You agree that it is your duty to regularly test the device(s). You further agree to notify management immediately in writing of any problem, defect, malfunction or failure of the device(s) and to notify management of the need to install, inspect or repair the device(s), assuming the availability of labor and materials.
 - Your Responsibility to Test, Supply Batteries, and Not Disable: To the extent permitted by law, you agree to replace the battery; if any, at anytime the existing battery becomes unserviceable. YOU MUST NOT DISCONNECT OR INTENTIONALLY DAMAGE A SMOKE ALARM OR CARBON MONOXIDE DETECTOR (if applicable) OR REMOVE THE BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A **WORKING BATTERY**
 - Resident Agrees to Reimburse for Device(s) Damaged:

You agree to reimburse owner, upon request, for the cost of a new device and the installation thereof in the event of the existing smoke alarm(s) or carbon monoxide detector (if applicable) becomes damaged by you, occupants, guests or

- Resident Assumes Responsibility for All Risks and Hazards: Any duty of the owner or management to inspect and repair smoke alarms and carbon monoxide detectors (if applicable) is waived to the extent allowed by applicable law. Also, to the extent allowed by applicable law, you acknowledge and agree that neither owner nor management are the operator, manufacturer, distributor, retailer or supplier of the device(s); that, to the extent allowed by applicable law, you assume full and complete responsibility for all risk and hazards, attributable to, connected with or in any way related to the operation, malfunction, or failure of the device(s), regardless of such malfunction or failure is attributed to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or inspection of said smoke alarm(s) or carbon monoxide detector(s), if applicable.
- No Representations or Warranties: TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO REPRESENTATION, WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER WARRANTIES, UNDERTAKINGS OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE, HAVE BEEN MADE BY OWNER OR MANAGEMENT TO YOU REGARDING SAID SMOKE ALARM(S) OR CARBON MONOXIDE DETECTORS (if applicable), OR THE ALLEGED PERFORMANCE OF THE SAME. NEITHER OWNER NOR MANAGEMENT MAKES OR ADOPTS ANY WARRANTY OR ANY NATURE REGARDING SAID DEVICE(S) AND EXPRESSLY DISCLAIM ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY, OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED IN STATURE. NEITHER OWNER NOR MANAGEMENT SHALL BE LIABLE FOR DAMAGES OR LOSSES TO PERSON OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DEVICE(S); (2) YOUR FAILURE TO NOTIFY MANAGEMENT OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DEFECT, MALFUNCTION, OR FAILURE OF THE DEVICE(S); (3) THEFT OF THE DEVICE(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE DEVICE(S). THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

10. Controlled Access Gates

In the event your community has controlled access gates, the following policies apply

- Approach Gates with Caution: Always approach entry and exit
- gates with caution and at a very slow rate of speed.

 Never Stop Your Vehicle Where The Gate Can Hit It: Never stop your vehicle where the gate can hit your vehicle as the gate opens or closes.
- Never Follow Another Vehicle: Never follow another vehicle into an open gate. Always use your remote, card, or the keypad to gain entry.
- Never Force Gate Open: Never force the gate open with your vehicle.
- Never Get Out Of Vehicle: Never get out of your vehicle while the gates are opening or closing.
- Contact Management for Assistance with Longer Vehicles: If you are using the gates with a boat, trailer, or moving van, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop alarm and could cause damage.
- **Use Caution If People are Nearby**: Do not operate the gate if there is/are any person or people nearby who might get caught in it as it opens or closes.
- Lost Cards or Remotes: If you lose your card or remote, please contact management immediately.

 Do not give your card, remote, or code to a non-resident.
- No Tampering: Do not tamper with the gates or allow your occupants, guests, or invitees to tamper or play with the gates.
- Report Vehicles that Piggyback: Report to management the vehicle license plate of any vehicle that piggybacks through the
- Not Responsible for Damage: Neither owner nor management are responsible for damage to vehicles.
- You acknowledge that you and all other occupants have read the instructions regarding the access gates. If residents, occupants, guests, or invitees, through negligence or misuse, damage the gates, you are liable for the damages under your Lease Contract and collection of damage amounts will be pursued.

 See Management for System Operations: See management
- for details on the operations of your community's gate system.

11. Entry Devices (Access Cards, Keys, Fobs, etc.)

In the event your community requires entry devices, the following policies apply.

a) Access Card or Key Fob: Each person who is 18 years of age or older and listed as a resident on the Lease Contract may request an access card. Each additional card for you or occupants over 16 years of age will require a deposit or fee of 25.00

- Damaged, Lost or Un-returned Cards, Remotes, or Fobs: If a card/remote is lost, stolen or damaged, a fee of \$ 75.00 will be charged for a replacement. See management for details. If a card is not returned or is returned damaged when you move out, there will be a deduction from the security deposit for each card in the amount of \$\frac{75.00}{1.00}\$. In addition, (to the extent allowed by law) if the garage remote is damaged or not returned, a fee of \$\frac{75.00}{1.00}\$ will be deducted from the security deposit per remote. See management for details.
- Personal Injury and/or Personal Property Damage: Fencing, gates or other devices will not prevent crime. No security system or device is foolproof. Crime can still occur. Protecting residents, occupants, guests, and invitees from crime is the sole residents, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. First, call the police or 911 if a crime occurs or is suspected. The community is not liable to any resident, occupants, guests or invitees for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate
- security systems other than those statutorily required.

 Report Malfunctions: Resident agrees to immediately report to management any malfunction or damage to gates, fencing, locks, or related equipment.

12. Keys & Locks

The care and maintenance of the keys (key fobs, access card, etc.) and locks to your apartment home is of critical importance. No one should have a key to your apartment home without our prior written permission, including family, friends, housekeeper, caregiver, and delivery or repair services (management will retain a key). Additional policies regarding keys and locks include:

- a) Duplicate Keys: A duplicate of your key will be made upon written request for a charge of \$_
- written request for a charge of \$ 25.00

 Lost Keys: If you lose your apartment home, storage, or mailbox keys or wish to have your lock re-keyed, your request b) must be in writing, and you will be charged a re-keying fee of \$ 75.00 which is due prior to changing your locks. management for details.
- After Hours Lock Outs: After office hours, you must contact and pay for a locksmith if you have inadvertently locked yourself
- Precautions to Take with Keys: Take precautions with your keys. Do not hide a key outside of your apartment home. Do not give your keys to acquaintances. Do not put your address on your key ring. Keep your car keys and apartment home keys on separate rings.
- Locks and Latches: If your apartment home is not equipped with a latch on each window and a keyless deadbolt on every exterior door, you may request in writing to add them. If your apartment home has a sliding glass door that is not equipped with a pin lock and a charley bar or a door handle latch on the
- sliding glass door, you may request in writing to add them.

 Resident To Check All Windows and Locks: We strongly recommend that you keep all windows and doors locked at all times. Immediately upon move in, Resident shall check all of the above and report any broken, missing or unserviceable items to management.
- Lock Outs During Office Hours: If you are locked out of your apartment home during business hours, contact management. A picture I.D. may be required to gain access to your apartment
- Access Gate Assistance After Office Hours: After hours assistance is not provided regarding your gate access cards. Please keep your card with you at all times. If you lose your gate access card, or if your access card malfunctions, contact management during regular office hours to make arrangements to repair/replace the card.
- Lock Changes: Locks shall not be changed or added without If a lock change is approved, consent of the owner. management will perform the work and retain a key.
- **Keyed Access to Amenities**: In the event your community has keyed-access to amenities, you will be responsible for that key. If the key is not returned upon move out, a fee of \$_ 75.00 will be charged. Keys cannot be given to other people. management for more details.

13. Patios / Balconies / Private Yards

In the event your community has patios, balconies, or private yards,

- the following policies apply.

 a) Items Allowed or Prohibited: Only plants and patio furniture are allowed. Furniture intended for indoor use is not allowed. The space is not designed to serve as storage space. combustible material, automobile tires and/or parts, equipment, firewood and other unsightly or heavy items should be stored on
 - Bicycles: Bicycles are allowed to be neatly parked. Bicycles
 - are not allowed to be hung from ceilings or walls.

 Satellite Dishes: Satellite dishes may be permitted with prior written permission, a signed Satellite Dish Addendum with applicable deposit or fee, and proof of renter's insurance (see management for further information).

 No Motorcycles, Laundry, Flags, Signs: No motorcycles are
 - allowed in or on balconies, patios, yards, breezeways, courtyard

- areas or under stairs. No items, such as laundry, clothing, rugs, sports team flags, or neon signs are to be placed on the exterior
- of any building, including balconies, patios, and private yards. **BBQ Grills Prohibited**: The use or storage of barbecue grills on patios, balconies, walkways, breezeways, etc. is prohibited.
- Resident Responsible for Private Yard: The following policies apply in addition to the policies listed above. In the event your apartment home has a private yard and the resident is responsible for maintenance of the yard, maintenance will include, but not be limited to, mowing, edging, shrub trimming, watering, debris removal, weeding, etc. Resident agrees to watering, debris removal, weeding, etc. Resident agrees to maintain the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, etc.). If your private yard is not maintained to the community standards, management has the right to maintain it at the resident's expense. Management will have the right to charge fines. Upon move-out, management can deduct any amounts owed from the security deposit paid by the resident as allowable under the Lease Contract. See management for details.
- Community Landscaper Utilized for Private Yard: following policies apply in addition to the policies listed above. In the event your community landscaper maintains the private yard, there may be an additional monthly fee of \$ 0.00 required. The Resident is still responsible for maintaining the landscaping in a healthy condition (free of weeds, holes, fungus/parasites, pet feces, trash, debris and consistent color in sod, regular watering, etc.). Resident agrees to provide access so that routine yard maintenance can occur. If your private yard is not maintained to the community standards, management has the right to maintain it at the resident's expense. Management will have the right to charge fines. Upon move-out, management can deduct any amounts owed from the security deposit paid by the resident as allowable under the Lease Contract. See management for details

- Unless otherwise posted, the hours are from dawn to dusk.
- Use at your own risk. In case of emergency, call 911
- Resident agrees to plant the garden plot within two weeks of c) being assigned a designated area.
 Resident agrees to maintain the designated plot and to keep
- plants within the assigned/designated area.
- Owner encourages an organic gardening program. Use of pesticides, herbicides, and insecticides made from synthetic materials as well as use of chemical fertilizers are not advisable. Slug bait is permitted only when used in enclosed containers, which must be removed from the site after use. Use of raw human and/or animal waste is not allowed due to environmental and health concerns. Fully composted manures, such as steer
- and chicken manure, are allowed.

 No illegal plants may be grown, including any plant listed by the state agencies and weed control board as noxious weeds. f)
- Do not allow plants to exceed a height of three feet.
- Only water your assigned garden plot.
- Maintain healthy plants and remove dead plants in a timely i) manner (not to exceed one week duration).
- j) Materials other than plants are prohibited, except items that assist
- All tools provided by management must remain in designated k) areas. Owner is not responsible for injuries due to the use of the owner's tools. Any additional tools needed by residents are the responsibility of the resident.
- Debris after planting, any remaining soil, fertilizer, etc. must be swept immediately.
- Garden plots will expire with your lease, and can be renewed at the time of lease renewal. If the resident decides not to renew usage, the plot must be cleaned out and left in the original condition.
- Owner is not responsible for lost, stolen, or damaged plants or other items.
- Please be respectful of the neighbors who live around the gardens. No smoking, noise disturbances, or horseplay is
- Animals are not allowed in the garden plot areas, except service animals. Animals must be leased outside the garden plots.
- In the event your community charges a fee for garden plots, see your management for details.

14. Satellite Dishes

In the event a resident elects to install a satellite dish, the following policies apply

- a) Addendum: The resident must sign a Satellite Dish Addendum, secure liability insurance in the amount specified by your community (no less than \$25,000) covering the satellite dish, and pay the applicable deposit or fees prior to installing a satellite dish (fees will be included on the Satellite Dish Addendum).
- No antenna or satellite dish that exceeds one meter (39 inches) in diameter is permitted.
- No antenna or satellite dish may protrude beyond the vertical or c) horizontal space that is leased to resident.
- No Installation Outside the Apartment Home: No antenna or satellite dish may be installed outside the apartment home, such as on any parking area, roof, exterior wall, window, fence, grounds, or common area.

- Temporary Mounting Devices Only: Mounting devices must e) be temporary devices that will not cause damage to the railing or
- fence and can be easily removed.

 One Solid Color Only: No advertising slogans. The antenna or satellite dish shall be one solid color only, either white, black, or shades of brown, gray, or tan.
- The antenna or satellite dish shall not cause distortion or interference whatsoever with respect to any other electronic device at the community.
- One Per Apartment Home: Only one (1) antenna or satellite dish per apartment home. Resident must remove the antenna or dish and other related equipment when resident moves out or a removal fee of \$ 500.00 will be charged.
- Resident will be responsible for paying any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the apartment home to its condition prior to the installation of the antenna or dish. Resident is fully responsible for the satellite dish, antenna, and related equipment including but not limited to any damage or injury caused by the device, maintenance, installation, and removal.

15. Inside or Near the Apartment home

- **15.1 Windows and Doors**: Windows and doors shall not be obstructed by the resident. If the community provides blinds or screens on windows, then the blinds and screens shall not be removed by resident. Any window treatment installed by the resident shall have a white backing to provide a uniform appearance from the exterior of the building. Resident shall remove window treatments at the end of the Lease Contract. Any damage to the apartment home will be deducted from the security deposit or charged to the resident. The use of foil and other similar unsightly materials, including but not limited to neon/flashing signs, flags, and signs/advertisements, on windows is strictly prohibited.
- **15.2 Proper Use of Windows and Doors**: Resident shall not throw anything out of the windows, patios, or doors. Resident shall not leave windows or doors open during inclement weather. Resident shall be liable for any damage to the apartment home, including but not limited to paint, walls, cabinets, carpets, floors resulting from failure to close windows and doors and exercise reasonable care.
- 15.3 Welcome Mats and Heavy Items: Welcome mats can be placed in front of entry doors, but rugs or carpet remnants are not permitted. Resident shall not place any unusually heavy objects on the floor, such as pool tables, waterbeds, etc.
- 15.4 Plumbing: Lavatories, sinks, toilets and all water and plumbing apparatus, including the kitchen sink and garbage disposal, shall be used by resident, occupants, guests or invitees only for the purpose for which they are constructed. Sweepings, rubbish, rags, ashes, feminine products, and other foreign substances shall not be thrown in any plumbing apparatus.
- **15.5** Light Bulbs: Resident will be responsible at their expense to replace all interior light bulbs and tubes. All interior and exterior bulbs, tubes, globes, and lights must be operational at the time the resident vacates the apartment home or a charge will be assessed to replace them. Residents may not remove exterior lights or globes. Colored bulbs in exterior light fixtures are not allowed. Halogen light bulbs must be supervised by resident during use and must never be left on unattended.
- Soliciting: Soliciting is not permitted in the community. Management shall be notified if a solicitor is seen in the community. Unless allowed by law, Resident cannot distribute, post, or hang any signs, flyers, advertisements, or notices in any portion of the community without management's prior approval.
- **15.7 Sports**: Team sports such as football, baseball, kickball, soccer, dodge ball, etc. are not permitted to be played in the pool or parking areas. The use of water guns or water balloons is prohibited. Dart boards and darts are not allowed on the community. Violators will be held responsible for any damages.
- 15.8 Apartment Toured: You acknowledge that the condition of the apartment home you selected will not be the same as the condition of any model or vacant apartment home you may have previously toured. The model or vacant apartment homes may have floors, cabinets, appliances, counters, and other finishing features that are considered upgrades. These upgrades may or may not be available for a monthly premium charge. In addition, the model apartment home may have been professionally decorated and may not have had previous occupants residing in it.
- 15.9 Stairs Inside the Apartment home: If the apartment home you selected has stairs, it is your responsibility to make sure your furniture will fit. The stairways may be too narrow to maneuver large furniture upstairs, including a queen size bed or box spring. Please request further dimensions from management if you have any questions or
- **15.10 Square Footage**: There is no guarantee that your apartment home will have the exact square footage listed on brochures, websites, or other advertising. Every apartment home may differ due to construction variations.

- 15.11 Fireplace: In the event your apartment home has a fireplace, you agree to use the fireplace at your own risk. Use the fireplace only as the manufacturer intended. Contact management if you have any questions. Never use flammable liquids to start fires and never burn anything other than seasoned firewood. Clean your hearth of any flammable materials. Do not attempt to clean the inside of the chimney. Report maintenance needs to management immediately. Keep pets and young children away from the hearth. Use a mesh screen and leave glass doors open when burning fires. Build small fires that burn completely and produce less smoke. If applicable, open the flue/damper before lighting a fire. Close the flue/damper only when the fire is completely out, the smoke has ceased to rise, and the wood is cool. Never leave a fire unattended. Put all fires out completely before going to bed or leaving the apartment home.
- Furniture, Televisions, Appliances: In the event your apartment home has furniture, televisions, and/or appliances included, you agree to maintain them in a clean condition, reasonable wear and tear excepted. Removal of these items is not allowed. Upon moveout, these items must be placed in the same location they were upon move-in. Resident will be responsible for any damages, cleaning, repair, or replacement charges. Resident will pay the cost to repair, replace, or clean the furniture, televisions, and/or appliances and, to the extent allowed by law, management will have the right to deduct any amounts owed from the security deposit paid by the resident under the Lease Contract.
- 15.13 No Obstructions to Ingress / Egress: Resident shall not allow bicycles or other objects to obstruct driveways, sidewalks, sport courts, entry passages, stairs, underneath stairs, breezeways, courtyards, or halls of the community.
- 15.14 Wires and Personal Items Outside the Home: No radio/television serials or wires are permitted on any part of the apartment home. Personal items are not permitted in the outside walkways, breezeways or under stairs.

16. Smoke or Other Odors

In the event your community is not designated as a smoke-free community, you, your occupants, guests, and invitees acknowledge that management cannot prevent smells of smoke in and around your apartment home and community.

- **16.1 Resident Responsibilities**: If you smoke or create other types of odors, you shall provide proper ventilation so you do not disturb or cause inconvenience to others. Open windows and use fans to allow the odors to escape the apartment home. You shall dispose of the odors to escape the apartment home. You cigarettes so as not to create a fire hazard or litter.
- 16.2 Removal of Odors: If the carpet, walls, A/C ducts, or other items in the apartment home retain odors due to your use or surrounding residents complain about the odors, you will be responsible for removing unwanted smells and odors. The cost to remove the odors or replace the items if the odors cannot be removed will be charged to your account.
- Designated Smoke-Free Community: In the event your community is a designated smoke-free community, you, your occupants, guests, and invitees agree to uphold the no smoking policy which may include the use of vaping devices. Management will have the right to fine charges.

17. Parking and Vehicles

In the event your community has parking for the enjoyment of all residents, the following policies apply.

- a) Speed Limit: Unless otherwise posted, the speed limit is ten (10) miles per hour. **Posted Signs**: You are responsible for following all posted
- signs including height restrictions, mounted mirrors, and traffic control devices
- Unassigned Parking: In the event parking at your community is unassigned, you can park on a first-come, first-serve basis, except in designated areas. Guests must park in guest parking
- Assigned Parking: In the event parking at your community is assigned, you must park only in your assigned space. Guests must park in guest parking only.

 Limitation of Vehicles: In the event your community has a limitation on the number of vehicles allowed, see management
- for specific community vehicle limitations.
- Courteous Parking: Please be courteous to your neighbors. Do not take up two spaces with one vehicle or park on the grass, sidewalks, or patios.
- Restricted Vehicles: In the event your community does not allow campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment, they are not allowed to be parked anywhere on the community including carports and/or garages. Violators will be towed away without notice at owner's expense.
- In the event your community allows campers, trailers, boats, buses, large trucks, commercial vehicles, mobile homes, trailers, recreational vehicles and equipment to be parked, you must park only in the area assigned by management. towed away without notice at owner's expense.

- No Vehicle Repairs: Automobile repair work is not allowed on the community. Washing vehicles is not allowed unless there is a designated car care facility.
- Licensing Requirements: Vehicles must meet all state inspection, registration, and licensing requirements to remain on the community.
- **Towing:** Any unauthorized motor vehicle that is parked in a fire lane, handicapped space, blocking a trash receptacle or a abandoned double parked, (expired registration/licensing) or inoperable will be towed away without notice at the owner's expense. You are responsible for notifying occupants, guests and invitees of these towing policies. Neither owner nor management will be responsible for any damage or charges to the vehicle involved.
- Motorcycles: Motorcycles should be parked in parking lots or garages. Do not park them on patios, balconies, inside your apartment home, in breezeways or under stairs. They must have a current tag. No "dirt bikes" are allowed on the community. Your community may require a kickstand block (see management for details).
- Inadequate Space: You acknowledge that although parking space may be provided for residents, this space may prove inadequate at times.
- Vehicle Insurance: Resident acknowledges that resident will park all vehicles at resident's own risk and will maintain proper
- insurance on resident's vehicles.

 No Loitering or Sports: You, your occupants, guests, and invitees may not engage in the following activities in parking areas: loitering (standing or waiting around), playing sports, or disrupting the flow of traffic.

18. Parking Tags / Stickers

In the event your community requires parking tags/stickers, the parking tag/sticker must be visibly displayed either on the rear view mirror or taped next to the vehicle registration. Neither owner nor management are responsible for damage to tint or glass due to the sticker. vehicle can be towed without notice at the owner's expense in accordance with state law.

- a) You agree to advise your occupants, guests, and invitees to park
- in the designated guest parking spaces only.

 b) If your sticker/tag is lost, stolen, damaged, or not returned upon move-out, a replacement fee of \$ 50.00 will be assessed to your account.

19. Enclosed Garage, Carport, or Storage Unit

In the event an enclosed garage, carport, or storage unit is included in the rent or leased by the resident, it is subject to the same terms and conditions that apply to the Lease Contract of the apartment home itself, and it covers the same period of time. Additional conditions are as follows:

- a) Addendum: A Garage, Carport, or Storage Addendum should be signed that details all feest, deposits, or other charges
- Only operable, registered/licensed motor vehicles and bicycles should be parked in garages and carports. b)
- Garages may not be used for the sole purpose of storage.
- Prohibited Items: Residents will not, at any time, keep within the garage or storage unit anything that is dangerous or detrimental to the safety or health of other residents or occupants of the community, or in violation of any building codes or city ordinances. Prohibited items include fuel (other than vehicle fuel tanks), flammable materials, fireworks, piles of paper, rags or other flammable material that may create a fire
- Owner reserves the right to remove, without prior notice, any contents of the garage, carport, or storage unit that the owner reasonably believes might constitute a fire or environmental hazard.
- Management may enter garage, carport, or storage units to ensure compliance with this addendum to the extent allowed by law. Written notice of such opening and entry will be provided in accordance with the Lease Contract.
- Locks: Garage and storage unit door locks may not be rekeyed, added or changed without prior written consent by management.
- Garage Door Opener: In the event a garage door opener is included, resident acknowledges future responsibility for its maintenance, including battery replacement. Transmitter frequency settings may not be changed on the garage door system without management's prior written consent. Neither owner nor management make any representations of security. **Deposit or Fee**: A deposit or fee may be required for a garage
- door opener. In the event a refundable deposit is required, the deposit will be refunded when the door opener is returned at the time of move-out in good condition.
- No Alterations: Improvements or alterations to the interior or exterior of the garage, carport, or storage unit may not be made without management's prior written consent. Resident will not place any nails, screws, bolts or hooks into walls, ceilings, floors or doors. Any damage to the garage, carport, or storage unit (not caused by management) will be paid for by the resident.
- Not Responsible for Loss or Damage: Resident will maintain comprehensive insurance for resident's vehicles and personal property at all times. Neither owner nor management will have any liability for loss or damage to resident's vehicles or other property stored in the garage, carport, or storage unit, whether by accident, fire, theft, water, weather related events, vandalism, mysterious disappearance or otherwise.

- Remaining Items: All items remaining in the garage, carport, or storage unit after the resident has vacated the apartment home will be disposed of according to the Lease Contract which addresses owner's disposition or sale of property left in an abandoned or surrendered apartment home.
- m) Attached Garage: In the event the garage is attached to your apartment home, when inside the apartment home, always keep the garage door closed and secured and lock the keyless deadbolt lock on the door between the garage and the apartment home, as well as all other entry doors. When leaving, be sure to lock all keyed deadbolt locks. However, do not lock keyless deadbolts when exiting your garage or you may lock yourself out of your apartment home and be unable to gain access.
- **Prohibited Activity**: No one may sleep, cook, barbeque, or live in the garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not
- 0) use the garage, storage, or carport.
- No plants may be grown in the garage, storage unit, or carport. **No Running Vehicles Inside Closed Garage**: Because of carbon monoxide risks, you shall not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to
- No smoke, fire, or carbon monoxide detectors will be furnished r) by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.
- Storage units may be used only for storage of personal property. In the event your community has carports, carports are assigned
- parking unless otherwise instructed by management. will be towed without warning at the owner's expense.
- **Damages:** Residents are responsible for damage you cause to the carport, garage, or storage unit. Please pay attention to the height of vehicles and moving vans to ensure they do not damage the carport or garage.

20. Pets and Service Animals

Service and Assistance Animals: Service and assistance animals (hereafter referred to in this section 20, collectively, as "service animals") are welcome. Service animals will be accepted without breed or weight restrictions. No additional fees, rent, or deposits will be required for service animals. Documentation for service animals may be requested.

20.2 Pet Policies: In the event your community allows pets, the following policies apply.

- Pets: Service animals are not considered pets.
- Pets Addendum Required: Pets, including visiting pets, are not allowed without a signed Pet Addendum that should detail fees,
- charges, additional rents and deposits.

 Items Required Prior to Move In: Prior to move in, resident must provide to management the pet deposit and fees, additional rent, a copy of veterinarian records, city license, if required, and a current immunizations record.
- d) No More Than Two Pets: A maximum of two pets per apartment home are permitted.
- Weight Limits: Pets shall not exceed the restricted weight limit. Contact management for your community specific weight limits.
- Dogs must be at least one year old.

 Restricted Breeds: The following breeds are not permitted on the community: Rottweiler, Doberman Pinscher, Pit Bull Terrier/Staffordshire Terrier, Chow, Presa Canarios, Akita, Alaskan Malamutes, Wolf-Hybrid, or any mix thereof. Specific communities may have additional breed restrictions. Contact management for additional breed restrictions that apply
- Owner Shall Determine Breed: Regardless of resident's representation as to the breed or classification of any animal, resident agrees that owner shall make the final determination as to the breed or classification of resident's pet or animal in owner's sole and absolute discretion. Restricted Breeds shall have the broadest possible meaning, and includes, but is not limited to, any animal displaying physical traits or characteristics of any restricted breed animal, whether by observation or by standards established by the American Kennel Club, or other applicable association, or defined by any law, statute, or ordinance.
- Cats: Cats must be spayed or neutered.
- **Animals Not Allowed in Amenities**: Animals, except Service Animals, are not permitted in the pool, pool area, or community j) amenity areas such as the business and fitness centers
- No Staking Animals: At no time may an animal be staked or tied outside the apartment home. This includes the patio, tied outside the apartment home. balcony or any other common area.
- No Exotic Pets: No exotic pets are allowed, such as rabbits, ferrets, snakes, gerbils, hamsters, rats, mice, chinchillas, or large
- Dog Park: In the event your community has a dog park, residents shall follow the rules posted or provided by the community, in addition to those outlined in Section 44 of this Addendum. Use of the Dog Park is at your own risk.

 Aquariums: Aquariums up to 20 gallons are allowed without a m) Dog Park:
- pet deposit or fee. Residents with aquariums over 20 gallons may be required to pay a pet deposit or fee and have proof of renter's insurance. See management for details.

 Resident Responsible for Animal: Resident is responsible for
- any injury or damages to persons, other animals, or property caused by the animal or to the animal.
- Animals must be on a leash when walked on the Leash: community grounds.

- Disturbances: The animal must not disturb neighbors or other q)
- Pet Feces: Animal defecation outside the apartment home is allowed in designated areas and must be removed immediately Contact management for community specific
- Animal Food and Water: Animals must be fed and watered inside your apartment home. Do not leave food or water outside your apartment home as it can attract wildlife or stray animals.
- Pet Insurance: Residents with pets are strongly encouraged to obtain pet insurance. Speak to management for further details.

 Animal DNA Program: In the event your community utilizes an Animal DNA program to properly identify pet waste, you agree to provide a sample of your pet's DNA for identification purposes. You agree you may be responsible for applicable charges.

21. Trash Removal and Disposal

- a) Curbside Pick Up: In the event your community offers curbside trash pick-up, contact management for the scheduled days and times of pick-up. You will be charged for any trash left out on days that are not scheduled for pick-up. Owner reserves the right to remove curbside trash pick-up service upon written notice to residents of the change.

 No Curbside Pick Up: In the event your community does not
- offer curbside trash pick-up, residents shall dispose of their bagged and tied trash inside the compactor/dumpster facility as instructed by owner or by the sign near the compactor/dumpster.
- Trash Chutes: In the event your community has trash chutes, contact management for the scheduled hours of operation. Securely tied, kitchen-sized bags are required. No loose items can be put in the trash chute. Do not use the chute for recycling. No boxes or large trash can be placed in the chutes. Contact management for details or questions regarding the use of the trash chutes.
- Recycling: In the event recycling is offered at your community, you are responsible for complying with all recycling regulations. Contact management for community specific details
- Potential Charges: Residents will be charged \$25.00 per bag for any trash left outside your apartment home or in breezeways. Please contact management if you require further instruction regarding proper disposal of garbage with the compactors, dumpsters, or chutes.
- No Litter: In the event cigarette butts or other trash is found near or around patios/balconies, under windows, or near entry doors, owner reserves the right to assess a trash fine of \$25 per incident.
- No Furniture as Trash: No furniture may be left for trash
- **Dumpster Use for Residents Only:** permitted to use the dumpster/compactor. Residents only are
- No Dumpster Diving: Do not retrieve items from the dumpster. i) Digging or scavenging is prohibited.
- **General:** Please break down empty boxes. Keep the area clean and litter free. If applicable, close the lid after use.
- No Parking in Front of Dumpster: No parking in front of the dumpster/compactor.
- **Prohibited Items:** Prohibited items include propane tanks, flammable or toxic materials, furniture, bedding, appliances, auto batteries, tires, and oil/petroleum products.

22. Pest Control

- **22.1 Extermination**: Unless prohibited by statue or otherwise stated in resident's Lease Contract, owner may have extermination operations conducted in the apartment home several times a year and as needed to prevent insect infestation. If pest control services are provided, resident shall pay the amount of \$ 0.00 before the first day of each month to reimburse owner for extermination services to the apartment home. Such fee shall be paid by resident in the same time and manner as resident pays rent pursuant to resident's Lease Contract. Resident must request extermination treatments in addition to those regularly provided by management in writing.
- 22.2 Resident Preparations for Extermination: If the apartment home is not prepared for a scheduled treatment date, management has the right to prepare the apartment home and charge the resident accordingly, and/or reschedule treatment at resident's expense. Resident agrees to perform the tasks necessary to prepare the apartment home for extermination, including:
 - removing infants and young children from the apartment home;
 - b) removing animals or placing them in bedrooms with notification to management;
- c) removing animal food bowls;
- removing all food, utensils, glasses, and dishes and food containers from countertops and floors; d)
- removing chain locks or other obstructions on the day of service; e)
- removing contents from shelves, cabinets, and floors where pests have been seen;
- cleaning all cabinets, drawers, and closets in kitchen and pantry; g) and
- refraining from wiping out cabinets after the treatment.
- 22.3 Resident To Notify Owner of Health Issues: Resident is solely responsible for notifying owner in writing prior to extermination of any anticipated health or other concerns related to extermination and the use of insecticides.

22.4 Resident Responsibilities: To reduce the possibility of pests, resident shall: (i) store all food in sealed containers; (ii) not leave food or dirty dishes out; (iii) empty all cans and bottles and rinse them with water; (iv) not keep brown paper grocery sacks around since they often contain roach eggs; (v) sweep and mop the kitchen regularly; (vi) vacuum carpets frequently to remove crumbs and other food particles; (vii) remove trash immediately; (viii) not put wet garbage in the trash; (ix) use the garbage disposal if available; and (x) not leave windows or doors open allowing pests to enter.

23. Packages / Deliveries

In the event your community accepts packages for residents, the following policies apply:

- a) We will only accept packages from a commercial delivery service (UPS, Federal Express, etc.) and United States Post Office.
- In the event your community offers Parcel Pending (or another package locker system), couriers will make all deliveries exclusively through the locker system. Refer to your community for the locker location name to be placed on address delivery label(s), which will instruct couriers of proper delivery.
- Not Responsible for Lost, Stolen, or Damaged Packages: We will not be responsible or liable for any lost or stolen deliveries signed for or accepted by any of our authorized representatives. While your deliveries are in our possession, both during and after office hours, your deliveries are not secured.
- Resident shall pick up your deliveries within 48 hours. If you do not pick up your delivery within 48 hours, we reserve the right to return to sender. Occasionally the number of deliveries may become too great or too cumbersome; therefore, we reserve the right at all times to refuse deliveries.
- Neither owner nor management are responsible contacting residents when accepting packages. Thi
- yours and the deliverer's responsibility.

 Deliveries or service requiring entrance into the resident's apartment home by anyone other than management will be f) allowed only with written permission from the resident.
- Neither owner nor management are responsible for articles or parcels left at your door or in the office by delivery services.
- Management will not be available after hours to allow you access to your deliveries. You must pick up your packages during regular office hours.
- No Perishable Goods: Resident shall not have perishable
- goods delivered to the office.

 We may not accept packages that are over 25 pounds or larger than 2'x2'x2'
- Photo ID: The resident may be required to present a photo ID or signature when picking up a package.

24. Maintenance Emergencies

Service requests will be handled after office hours if they are emergencies. We define EMERGENCIES as the following:

- No electricity
- Broken or non-working exterior doors, locks, windows b)
- c) No heat (when outside temperature is below 50)
- d) No air conditioning (when outside temperature is above 90)
- e) No water
- Commode not working (one bath apartment homes only) f)
- g) h) Flooding
- Broken pipes
- Fire (call 911 immediately) i)
- After business hours, emergency service requests can be reported by calling the office. The on duty service technician will j) be notified and will respond as quickly as possible.

25. Apartment Home Transfers

When transferring to another apartment home within the community:

- Resident shall not replace or transfer resident's interest in the Lease Contract, or any part hereof, without prior written consent of management. Resident cannot be in violation of the Lease Contract in order to be approved for a transfer.
- Residents must sign a Transfer form.
 The criteria for qualifications of credit, income and employment, residence, and criminal must be met for residents that transfer within the lease term or at the end of the lease term.
- You must fulfill at least 3 months of your current lease term before you will be eligible to transfer to a new apartment home.
- A transfer fee is applicable and must be paid prior to transferring. e) A new security deposit will be required to secure the new apartment home. In addition, market rent and new pet deposit/fees (if applicable) must be paid.
- You are required to provide a written move-out notice according to your Lease Contract from the current apartment home. The vacated apartment home must be left in the condition described in the move-out cleaning instructions. We will inspect the apartment home and forward statements and deposit refunds to
- your new address.

 If you cancel after the new apartment home has been assigned and taken off the market, you will be responsible for any economic loss sustained resulting from your failure to rent the new apartment home.
- Resident shall be responsible for all moving costs including those associated with switching utilities and services to the new apartment home if a transfer is approved.

26. Move Out Procedures

- 26.1 Requirements to Receive Full Deposit Refund: The requirements below must be fulfilled in order to receive a full refund of your deposit.
 - Submit a written Notice to Vacate to management in accordance with your Lease Contract.
 - Return all keys, access cards, remotes, fobs, and/or garage openers to management or rent will continue to be charged per

 - Pay any outstanding charges or delinquent rent.
 Leave no damage of any kind in the apartment home (furniture, walls, carpet, floors, counters, appliances, etc.) d)
 - Remove all personal belongings.
 - Follow the move-out cleaning instructions detailed below.

26.2 Move-Out Cleaning Instructions:

These are the cleaning procedures, in addition to those stated on the Inventory and Condition form, for you to follow when moving out. If the instructions below are not followed and professional cleaning is required, resident will be charged for any cleaning services and damages beyond normal wear and tear.

26.3 Living Room

- Clean all window panes inside, windowsills and baseboards a)
- Remove all dust or dirt from mini-blinds
- Clean woodwork and walls of fingerprints and spots Clean light fixtures and switch plates/replace bulbs
- d)
- Vacuum carpet, sweep and mop floors
- Clean ceiling fan and blades
- Clean fireplace as directed and in accordance with Section 15.11 of this Addendum (if applicable) g)
- Clean all entry doors (front, patio, etc.)
- Clean track of patio doors
- Remove all trash and personal belongings
- Sweep and clean the patio/balcony and outside storage closet (if applicable)

26.4 Bedrooms

- Clean patio door inside and out (if applicable) a)
- Remove all dust or dirt from mini-blinds b)
- Clean closets and remove hangers
- Vacuum carpet, sweep and mop floors Clean light fixtures replace bulbs d)
- e)
- Clean woodwork and walls of fingerprints and spots
- Clean windowpanes inside
- g) h) Clean ceiling fan
- Remove all trash and personal belongings

26.5 Kitchen

- Clean stove, range, countertop, all burners, drip pans, and a) under stove top – remove grease and particles, clean knobs and surfaces
- Clean exhaust screen and venthood (do not clean secondary b) charcoal filter if applicable)
- Clean oven, broiler and broiler pan
- d) Clean inside and outside of refrigerator - defrost, set refrigerator to the lowest setting
 Clean inside and outside of freezer – defrost if necessary
- e)
- Clean all cabinets, including the pantry restore to original condition (no lining material if applicable)
- g) h)
- Clean light fixtures replace bulbs Clean all counter tops, drawers and sink
- i) Sweep and mop floors
- If applicable, clean microwave inside and out Clean front and inside of dishwasher; remove any standing k) water, clean front panel and knobs
- Clean behind appliances I)
- m) If applicable, clean the washer/dryer
- Remove all food, trash, and personal belongings n)

26.6 Bathrooms

- Clean all cabinets inside and out
- Clean woodwork, windows and baseboards b)
- Clean mirrors C)
- d) Clean walls or wallpaper
- Clean sink, tub, shower, and toilet and remove appliqués Clean light fixture replace light bulbs e)
- f)
- Sweep and mop floors g)

26.7 General

- Clean all light switch plate covers, electrical outlet covers, all a) window and sliding glass door tracks, windows, doors, miniblinds, light fixtures, and ceiling fans
- Sweep patio, sweep cobwebs, clean light fixtures, clean b) doors
- Vacuum carpet and clean floors
- Remove all debris, trash, and personal belongings Replace all burned out or missing light bulbs d)
- e)
- Replace dead or missing smoke alarm and carbon monoxide detector (if applicable) batteries

Please note: The security deposit or statement of disposition will be returned by mail to the forwarding address left by you, subject to any deductions for cleaning, and damages beyond normal wear and tear, final utility bills, etc. Deposit refunds cannot be picked up at the office.

27. Amenities / Facilities

- 27.1 Enjoyment of Facilities by All Residents: These policies are in place for the convenience, safety and full enjoyment of the facilities by all residents. Resident should be considerate of others while using the
- 27.2 Use Amenities At Your Own Risk: The use of any and all of the amenities by the resident, occupants, guests and invitees shall be at their own risk.
- 27.3 Management May Regulate Use: Resident, occupant, guest, or invitees use may be regulated, denied, or restricted at any time by management.
- 27.4 Policies for Amenities: Residents and all occupants, guests and invitees, shall comply with all community policies and rules regarding use of the resident's dwelling and the common areas. There are rules contained in the Lease Contract and, in some separate rules attached to the Lease Contract or provided to the residents during the lease term. Depending on the community, amenities and facilities may include:

-Swimming pool -Spa or Hot tub -Game Room/Theater -Equipment Check Out -Sports Courts -Tanning Bed/Dome -Video Library -Business Center -Playground -Private Party Facilities -BBQ Grill/Fire Pit -Laundry Room -Car Cleaning Facility -Shuttle -Fitness Facilities -Sauna -Nature / Hiking Trail -Pet Park -Roof Top Deck -Other

If you have concerns, or notice unusual or dangerous circumstances at any facility or amenity area, please notify management and/or police.

28. Amenity / Facility Safety-Related Age Restrictions

- 28.1 Safety-Related Age Restrictions: The following age restrictions have been made to the amenities/facilities based upon safety-related reasons. In the event your community has posted signage that specifies different safety related age restrictions than the ones listed in these policies, you will be expected to comply with the signage at your community.
- 28.2 Persons Under the Age of 14 Years: Resident agrees that persons under the age of 14 Years must be accompanied by a parent or legal guardian to the following amenities/facilities:
 - Swimming Pool Spa / Hot Tub
- b)
- . Tennis / Volleyball / Basketball Court
- Club Room / Game Room / Theater d)
- Fitness Center e)
- f) Video Library
- **Business Center** g)
- h) Playground Laundry Room i)
- Shuttle j)
- Dog Park Roof Top Deck I)
- In some cases, a leaseholder, parent or legal guardian may need m) to supervise people under 14 years for Equipment Check Out. See management for details.
- 28.3 Persons Under the Age of 18 Years: Resident agrees that persons under the age of 18 Years must be accompanied by a parent or legal guardian to the following amenities/facilities:
 - Tanning Bed, Tanning Dome, or Spray Tan Booth Private Party Facility / Clubroom Rental
 - b)
- BBQ Grill / Outdoor Kitchen / Fire Pit / Fire Place
- Residents Shall Exercise Their Own Prudent Judgment: 28.4 While these policies contain minimum provisions regarding the supervision of persons less than specified years of age, residents are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities located throughout the community by Owner and management, by establishing the minimum requirements contained in these policies, are not in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or using the facilities of the community with or without supervision.

29. Swimming Pool and Spa / Hot Tub

In the event your community has a pool and/or hot tub for the enjoyment of all residents, the following policies apply.

- We do not provide, at any time, safety or supervisory personnel at the pools, hot tubs, spas, or any other common area. LIFEGUARDS ARE NOT PROVIDED.

 SWIM AT YOUR OWN RISK. For your safety, do not swim
- alone.
- NO DIVING. DIVING MAY RESULT IN INJURY OR DEATH.
- Neither owner nor management can assure, guarantee or warrant your safety.
- With the exception of service animals, no pets are allowed. For the safety of all, **no glass** of any kind is allowed. Profanity, reckless activity, disruptive behavior or excessive
- g) noise will be immediate grounds for dismissal and/or permanent ban from the pool/hot tub areas. In case of Emergency, dial 911.



- i) Management is not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- No jumping into the pool from balconies, patios, fountains, or other structures near the pool.
- Anyone with a communicable disease capable of infecting others is prohibited from swimming in the pool/hot tub.
- Keep gates closed at all times. Respect others by keeping noise to a minimum, covering pool m) furniture with a towel when using suntan oils, leaving pool
- furniture in pool areas and disposing of trash properly.

 Consult Your Doctor Prior to Use: If you are pregnant, do not use the hot tub without medical consultation. If you suffer from heart disease, diabetes, high or low blood pressure, seizures, circulatory problems, or other health problems, do not enter the hot tub without prior medical consultation from your doctor.

 Overexposure to hot water may cause dizziness, nausea, and
- Hot water exposure limitations vary from person to fainting. person.
 Check the hot tub temperature before entering the hot tub. Do
- not use the hot tub if the temperature is above 104 degrees Fahrenheit. Do not operate the hot tub if the suction outlet cover is missing, broken, or loose.
- Do not place electrical appliances (telephone, radio, TV, etc.) within five feet of the pool or hot tub.
- Pool parties are prohibited without prior written consent by management. We are unable to provide reservations for any pool/hot tub area and we are unable to allow any type of group gathering in the pool area.
- Attire: Appropriate swimwear is required at all times as determined by management. No t-backs, g-string/thong suits, cutoffs, see-through material, diapers, indecent exposure, or any attire deemed inappropriate by management is allowed.
- Hours: Unless otherwise posted, pool/hot tub areas are open from 10:00 am to 10:00 pm daily. Anyone in a pool/hot tub area after closing will be required to leave immediately.
- Guests: Residents are limited to 2 guests per apartment home to any pool/hot tub area, and resident must accompany

30. Sports Courts (Tennis, Volleyball, Basketball, etc.)

In the event your community has sports courts (tennis, volleyball, basketball, etc.) for the enjoyment of all residents, the following policies apply.

- In case of emergency, dial 911.
- b) Attendants are not provided. Use the sports courts at your own risk.
- Neither owner nor management are responsible for c) accidents, injuries or lost, stolen, damaged or misplaced
- Motorcycles, bicycles, tricycles, roller blades, skateboards and skates are not permitted on the court surface. d)
- Do not sit or lean on the net. Do not hang from or climb on the goal or nets. Do not damage equipment or facility. No glass containers and no food is allowed.
- f)
- Proper athletic shoes with rubber soles are required. g)
- Loud music, dangerous conduct and fighting are prohibited.
- **Hours:** Unless otherwise posted, these facilities are available for your use **from 10:00 am to 10:00 pm** daily. i)
- Guests: Residents are limited to 2 guests per apartment j) home to any common area, and resident must accompany each quest.

31. Club Room / Game Room / Theater

In the event a club room, game room, or theater (s) is provided for the enjoyment of all residents, the following policies apply.

- In case of emergency, dial 911.
- No alcoholic beverages or smoking allowed. No glass b) containers
- No wet clothing permitted.
- Clubroom hours are determined by management and may be posted outside the main entrance to the Clubroom. d)
- Resident must provide government issued photo ID in order to check out billiard or other equipment from management. All items must be returned, in good condition, at closing.
- Use the facility at your own risk. Use the equipment only in f) the manner intended by manufacturer.
- Handle equipment with care. Do not remove or damage equipment and supplies. g)
- h) Guests must be accompanied by resident. No more than two guests per resident.
- i) No running, fighting, dangerous conduct, or noise which disturbs others.
- Do not leave personal items in this area. Management is not responsible for any lost, stolen, or damaged items.

32. Tanning Bed, Tanning Dome, or Spray Tan Booth

In the event a tanning device (s) is provided for the enjoyment of all residents, the following policies apply:

- Addendum: The Tanning Addendum must be signed prior to initial use.
- Use at your own risk. You assume all risk, including risks of injury or disease, relating to your use of the tanning facility

- c) Consult Your Doctor Prior to Use: Consult your doctor prior to Overexposure to ultraviolet light may cause burns. Repeated exposure may result in premature aging of the skin and skin cancer. Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to foods, cosmetics, and medications
- **People Taking Prescriptions**: Any person taking a prescription or over-the-counter drug should consult a physician before using a tanning device.
- Pregnant Women: Pregnant women should consult their physician before using a tanning device.

 People Who Burn Easily: People with skin that burns easily
- f) and people with a family or past medical history of skin cancer
- should avoid a tanning device.

 Clean the Device After You Tan: If instructed by management, you must clean the tanning bed or the floor of the tanning dome with the solution provided after you tan.
- **Residents Only**: For resident use only. You must be at least 18 years of age to use the tanning device. All users sixteen or seventeen years of age using the device for the first time must provide a written informed consent statement signed and dated by the user's parent or legal guardian stating that the parent or legal guardian has read and understood the warnings given by the tanning facility, consents to the minor's use of a tanning device, and agrees that the minor will use
- protective eyewear. **Tanning Appointments**: Tanning appointments are regulated by management. Cancellations of appointments must be made 2 hours in advance to the appointment. If you miss your appointment or do not cancel 2 hours in advance, your tanning privileges may be revoked and fines may be charged.
- One Appointment Per 24-Hour Period: You are only allowed to tan one time during a 24-hour period.
- **Use Equipment in Manner Intended**: Use the equipment only in the manner intended by the manufacturer. Please handle it with care. Do not damage equipment.
- Do not leave personal items in this facility. Neither owner nor management are responsible for any lost, stolen, or damaged items.
- Warning Signs, Laws, and Eye Protection: You agree to abide by all warning signs and laws regulating a tanning facility, including the use of eye protection. In case of emergency, call 911.

33. Fitness Facilities

In the event your community has fitness facilities for the enjoyment of all residents, the following policies apply.

33.1 General Policies:

- Attendants are not provided. Use the fitness facilities at your own risk.
- Please provide your own towel.
- Please do not slam weights. Re-racking your weights is c) required.
- Limit cardio to 30 minutes when others are waiting. d)
- No food, glass or open drink containers are allowed. Sports e)
- bottles or other non-spillable containers are welcome. No gym bags are allowed on the workout floor.
- Immediately report any needed repairs of facility equipment, g) doors, windows or lighting to management. Do not attempt to make repairs to the fitness equipment.
- In case of emergency, dial 911.

 Neither owner nor management are responsible for accidents, injuries, or lost, stolen, damaged or misplaced
- Pets are not allowed.
- k) Please use headphones when listening to music.
- Follow manufacturer's directions for proper use of equipment. Do not damage equipment.

 Do not use, adjust or operate fitness equipment beyond your
- m) physical limitations.
- n) Please report vandalism and unauthorized users.
- Do not remove fitness equipment from the fitness room. Do not leave personal items in the fitness room. O)
- p)
- q) Respect others by keeping noise to a minimum and by disposing of trash properly.
- r) Please wipe down the fitness equipment with a clean towel once vou are done
- No smoking or alcoholic beverages are allowed in the fitness s)
- Fitness facility hours are community specific and will be t) posted. Contact management for details. Resident agrees to the fullest extent allowed by law that
- resident releases and holds harmless management from any and all claims, damages or expenses related to the use of amenities, fitness center, fitness center equipment or fitness classes even if caused or contributed by management's negligence.

33.2 Guests:

- No more than two (2) guests per resident are allowed.
- b)
- Guests may not bring guests.
 Guests must adhere to all policies and procedures. c)
- Resident must accompany guests at all times.



33.3 Attire:

- Proper athletic shoes with rubber soles must be worn (no a) sandals, bare feet, etc.)
- Proper apparel is required at all times including shirts or tank tops (jog tops are acceptable, however, no street clothes,
- jeans, cutoff shorts or cutoff shirts are allowed.) No bathing suits, swim attire, or wet clothing is allowed. c)

34. Equipment Checkout

In the event your community has equipment checkout for the enjoyment of all residents, the following policies apply.

34.1 Policies:

- Equipment available to checkout by resident may include but is not limited to water volleyballs, sand volleyballs, bicycles, canoes, kayaks, roller blades, pool table equipment, tennis/racquetball rackets, and basketballs.
- b) Equipment must be used in the manner in which the manufacturer intended.
- Damages to any equipment must be paid within ten (10) c) business days of receipt for cost of damage.
- d) In case of emergency, call 911.

Resident Acknowledgements: Resident(s), occupant(s), guest(s), and invitee(s) acknowledge that he/she:

- Understands the risk inherent in using such equipment.

 Has inspected all equipment and found it to be in satisfactory b) condition.
- c) Is in satisfactory health and know his/her own physical limitations.
- Is using the equipment at his/her risk and assumes all d) responsibility for its use.
- Will be liable for reimbursement for any damage to the checked out equipment or to other property damage caused by using said equipment and understand that owner may assess the cost of damages to the rental account or deduct it from the deposit if
- allowed by law.
 AGREES TO THE FULLEST EXTENT ALLOWED BY LAW THAT RESIDENT RELEASES AND HOLDS HARMLESS
 OWNER AND MANAGEMENT FROM ANY AND ALL CLAIMS,
 DAMAGES OR EXPENSES RELATED TO THE USE OF THE
 BORROWED EQUIPMENT, AMENITIES, FITNESS CENTER
 OR FITNESS CLASSES EVEN IF CAUSED OR CONTRIBUTED BY NEGLIGENCE OF OWNER OR MANAGEMENT.

35. Video / DVD Library

In the event your community provides a video/DVD library, the following policies apply.

- You acknowledge and agree to be fully responsible for any and all videos/DVDs borrowed by self or other occupants while using the video services provided.

 All videos/DVDs must be returned in good working condition
- b) (except reasonable wear and tear) within 48 hours.
- Neither owner nor management are responsible for persons borrowing videos/DVD's that may not be suitable for their age.
- A daily late fee specified by your community will be assessed for each day the video/DVD is not returned. d)
- Owner may charge your account the total amount owed including late charges and/or market value of all items not returned in good working condition.

36. Business / Computer Center

In the event your community has a business center for the enjoyment of all residents, the following policies apply:

- For resident use only.
- Use at your own risk. Neither owner nor management are responsible for viewings, viruses or loss of information. In case of emergency, call 911.
- c)
- Please be considerate of others. Limit computer use to 30 d) minutes when others are waiting.
- Documents are to be saved on Resident's own CD or jump drive e) and not on the hard drive. Documents saved on the hard drive will be deleted.
- In the event copy and local fax services are available for residents, there may be a minimum charge. Long distance fax f) service may be available for an additional charge. We cannot be responsible for incoming faxes. This includes confidential or sensitive information.
- Handle the equipment with care. Use equipment in the manner g) in which the manufacturer intended.
- Do not damage the equipment. Resident will be held responsible for any damage to equipment beyond ordinary wear and tear during resident's and occupant's time of use.
- No food, drink or smoking allowed in computer center.
- Do not remove equipment. In the event this area is electronically monitored, any attempt to remove the equipment will engage the alarm system.
- Screen savers are not to be tampered with at any time.
- No obscene information or material is allowed on the computers at any time or for any reason.
- m) Resident must provide resident's own paper for printing purposes.

- Changing from one computer to another could spread a virus. n) Neither owner nor management are responsible for any virus infections.
- Neither owner nor management are responsible for lost, stolen 0) or damaged items.
- Business center hours are community specific and will be posted. Contact management for details.

 Violation of any or all of the above stated rules may result in
- termination of business center use or other action.

37. Playground

In the event a playground (s) is provided for the enjoyment of all residents, the following policies apply:

- In case of emergency, dial 911.
- Attendants are not provided. Use the playground at your own risk.
- c) Neither owner nor management are responsible for accidents, injuries or lost, stolen, damaged or misplaced items
- d)
- All persons must comply with posted playground hours. Motorcycles, bicycles, skateboards and skates are not permitted on the playground.
- No glass containers. No food or drink is allowed.
- g) Use equipment only in the manner designed or intended by the manufacturer.
- Do not use if wet
- Beware of hot surfaces
- Proper athletic shoes with rubber soles must be worn. No bare j)

38. Private Party Facility / Clubroom Rental

In the event your community provides a private party facility or club room rental, the following policies apply.

- a) Rental Agreement: A Clubroom Rental Agreement must be signed prior to the event. Contact management for details regarding rates, availability, etc. Rates are subject to change at any time
- Deposit and Fees: A deposit or fee may be collected prior to the event and may be returned after event date has passed and inspection of the facility/clubroom has been completed.
- Event Insurance: Event Insurance is insurance for a one-time c) event. This may be required in order to use or rent the clubroom
- or private party facility. See management for details.

 Maximum People: The Clubroom accommodates a maximum number of people. Resident shall contact management for additional information to make sure any event does not exceed the maximum occupancy limits.
- Equipment: The room may include a stereo system or other e) equipment. See your specific community for details on operating the equipment.
- Holidays or Specific Days: Specific days and/or holidays, as f) determined by owner, may require a higher fee.
- No Private Signage: No private signage of any kind is allowed
- on common areas or street areas.

 Rented to Residents Only: Party facilities may not be leased to non-residents. Booking an event for an acquaintance requires your personal attendance at the entire event as well as full liability for any damages, overtime charges or conduct issues.
- Parking: Parking is limited to the area in front of the clubhouse.
- Damages: The resident agrees that any damages to the clubroom, contents, or its facilities will be the resident's responsibility and that the resident will pay for replacement or repair costs. If repair or replacement exceeds the deposit, the resident agrees to pay the excess within 24 hours of notification.
- **Policies**: The resident, occupants, guests and invitees must comply with the rules and regulations. The resident agrees that the conduct of him/her and occupants, guests and invitees shall Policies: not be disorderly, boisterous, or unlawful and shall not disturb the rights and comforts or conveniences of other residents
- No Smoking: This is a non-smoking building. Smoking is only I) permitted outside.
- m) Furniture: Do not move furniture without prior permission. In addition, stereos are not permitted outside the clubroom.
- **Noise:** If noise from a resident's party prompts a complaint where patrol service is called out to the community, the clubroom deposit shall be automatically forfeited and the party will be shut down immediately.
- Management Items: Items belonging to management left in the cabinets or refrigerator are not to be disturbed or used by the resident, occupants guests or invitees.
- **Patrol**: Owner reserves the right to patrol the party at any time to observe compliance of the above policies.
- Original Condition: The facility must be returned in its original condition and cleaned or the deposit will not be returned. includes removing all trash, cleaning floors, appliances, fireplaces, etc. counters.

39. Barbecue Grill / Outdoor Kitchen / Fire Pit / Fire Place

In the event your community has BBQ grills, Outdoor Kitchens, Fire Pits, or Fire Places for the enjoyment of all residents, the following policies apply.

- a) Use of facilities is at your own risk.
- b) Barbecue Grill instructions may be posted at each location or attainable from management. Please contact management before attempting to use these grills.
- Please comply with all safety precautions. For the safety of all, no glass of any kind is allowed in the pool area.

- d) Keep pets and young children away from open flames.
- Your community may require a deposit or fee to use the facility.
- Contact management for further details.
 Use the equipment only in the manner intended by the manufacturer. Handle equipment with care. Do not remove or f) damage equipment and supplies.
- We are unable to provide reservations, nor allow any type of group gathering in a gated area.
- In the event your community grill uses a propane tank, it cannot be stored in your apartment home, garage, storage unit, or patio/balcony. When transporting propane tanks, keep the container in a secure, upright position. Never keep a filled container in a hot car or car trunk. Heat will cause the gas pressure to increase, which may open the relief valve and allow gas to escape. You will be responsible for the entire amount of all damages
- beyond ordinary wear and tear caused by your use of the facility, including all cleaning and repair costs.
- No fighting, dangerous conduct, or noise which disturbs others.
- Do not leave personal items in this area. Neither owner nor k) management are responsible for any lost, stolen, or damaged items.
- I) Never leave a fire unattended. Do not leave until the fire is completely out.
- m) Keep flammable materials away from the fire, including potholders, oven mitts, wooden utensils, paper or plastic bags, food packaging, towels, etc. Roll up any loose-fitting or long
- Clean the facility after use.
- If a fire on a grill seems out of control, turn off the burners.
- If a fire on a grill involves a propane tank and you can safely p) reach the tank valve, shut the tank valve off.
- In the case of an emergency, call 911.
- **Hours:** Unless otherwise posted, these facilities are available for your use between the hours of 10:00 a.m. and 10:00 p.m.
- Guests: Residents are limited to 2 guests per apartment home to any common area, and resident must accompany each guest.

40. Sauna

In the event your community has a sauna for the enjoyment of all residents, the following policies apply.

a) We do not provide, at any time, safety or supervisory personnel.

- Use at your own risk.
- Neither owner nor management can assure, guarantee or warrant your safety. Management is not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items. c)
- Prohibited Items: No electronic equipment, no glass, no smoking, no eating, no metal jewelry, remove glasses or contact lenses.
- In case of Emergency, dial 911. e)
- Keep the door closed.
- Consult Your Doctor Prior To Use: If you are pregnant or taking medication, do not use the sauna without medical consultation. If you suffer from heart disease, diabetes, high or low blood pressure, seizures, circulatory problems, or other health problems, do not enter the sauna without prior medical consultation from your doctor.
- Leave immediately if you experience dizziness, nausea, headache, or fainting. Exposure limitations vary from person to person. Be careful not to overheat.
- Do not consume alcohol prior to or after use.
- Attire: Appropriate apparel is required at all times as determined by management.
- Hours: Unless otherwise posted, hours are from 10:00 am to k) **10:00 pm** daily.
- Guests: Residents are limited to 2 guests per apartment home and resident must accompany guests Use only as manufacturer intended.
- Follow any posted m) instructions
- Stay well hydrated. Cool down gradually after you leave.

41. Car Cleaning Facility / Car Wash

In the event your community has a car cleaning facility for the enjoyment of all residents, the following policies apply.

- Use at your own risk.
- For resident use only in designated areas. b)
- Use only as manufacturer intended. Follow any posted c) instructions.
- In the event your community's facility has cleaning solutions, do not use if you have a sensitivity to chemicals that may be present d) in cleaning solutions.
- The vehicle must be fully stopped and parked. No running vehicles.
- f) Take precautions to prevent slipping due to wet surface areas. Do not use a ladder or step stool.
- In the event your community has a power wash spray nozzle, keep both hands on it while operating it. Do not point or spray anyone with it.
- Do not attempt to hand wash or dry broken headlights, taillights, glass or body damaged areas with sharp pointed edges.
- Wash your hands with soap and water after use.
- Do not vacuum sharp objects as it may cause damage. Do not vacuum personal belongings as items may not be retrieved.
- Dispose of all trash in the appropriate receptacle. We do not provide, at any time, safety or supervisory personnel. Neither owner nor management can assure, guarantee or

- warrant your safety. Management is not responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.
- Resident will be held responsible for any damage to equipment during use. Please report to management the misuse, damage, or malfunctioning of equipment.
- m) Prohibited Items: No electronic equipment, no glass, no smoking, no eating.
 In case of Emergency, dial 911.
- Hours: Unless otherwise posted, hours are from 10:00 am to 10:00 pm daily.

42. Laundry Room

In the event your community has laundry rooms, the following policies

- Use machines as intended by the manufacturer.
- Do not over load the machines. b)
- Check water temperature desired. c) Clothes washed in water that is too hot or over dried in the dryer may shrink, melt, or change color.
- No dying of clothes is permitted.
- Do not wash or dry rugs, comforters, bedspreads or quilts in the machines.
- f) Remove lint from dryer and wipe down after use. Please leave machines clean.
- If you spill something, you agree to clean it up.
- Dispose of detergent containers properly. Trash cans are not for personal use.
- Remove clothes and dryer sheets in a timely manner.
- Measure your soap and use as directed. Us detergent can cause the machines to malfunction.
- Facilities are for use by residents only.

 Any loss or damage to clothing is not the responsibility of management.
- m) Use of facilities is at your own risk.
- n) In case of emergency, call 911.

43. Shuttle

- 43.1 Policies: In the event your community has a shuttle for the enjoyment of all residents, the following policies apply. hereby represents the resident:
 - assumes all risks and responsibilities with respect to any loss. claim, damage or injury to person or property relating to or arising out of resident's riding on or use of the shuttle;

 - will wear seatbelts at all times while the shuttle is in motion; will comply with all rules of the community with respect to riding c) on, or the use of, the shuttle;
 - will not engage in horseplay or disruptive, loud or obnoxious behavior while on the shuttle; if the shuttle is not full, resident will sit in seats that are in front of
 - e) the rear axle of the shuttle; and
 - will not have food or drinks (other than bottled water) on the shuttle.
- Maximum Passengers: Resident understands that, unless otherwise designated by management, the maximum amount of people that can ride on the shuttle is 15 passengers and that, even though resident stands in line for a shuttle and signs the release, resident may be denied access to the shuttle
- 43.3 Resident Responsibilities: Resident further represents that at all times, resident will supervise and maintain custody and control over any minors riding with resident on the shuttle. responsible for making sure that their guest(s) will only ride the shuttle in the event there are available seats that will not be taken by other
- **43.4 Release:** Resident, on resident's own behalf and on behalf of all occupants and guests of resident that may also ride the shuttle, hereby releases, discharges and forgives owner and management from any and all liability, responsibility, injuries, claims damages, or causes of action of any nature whatsoever, whether in contract, in tort or by statute, resident has or may have or might sustain arising out of, relating to or connected with riding on the shuttle or transporting resident to any events, activities, classes or any other destinations.

44. Dog Park / Pet Cleaning Station

In the event your community has a Dog Park or Pet Cleaning Station for the enjoyment of all residents, the following policies apply

- Unless otherwise posted, the hours are from dawn to dusk.
- Use at your own risk. b)
- In case of emergency, call 911. c)
- Pet owners are responsible for damage or injury inflicted to or by d) their dog(s). This means pet owners are legally and financially responsible for their dog's behavior.
- Pet owners must remain with dogs in fenced area at all times.
- Limit of 2 dogs per person per visit.
- Pet owners are responsible for making sure dogs are healthy, properly licensed, fully vaccinated with rabies tags displayed on each dog's collar, and de-wormed.
- Dogs must be leashed when entering and exiting the park and must be leashed in the transition corridor, if applicable. Pet owners must have a visible leash for each dog at all times.
- Pet owners must clean up their dog's fecal matter and properly dispose of it in a trash receptacle.

- j) Pet owners must be in verbal/sight control of their dogs at all times and prevent aggressive behavior, biting, fighting, and aggressive barking.
- Animals with a known history of dangerous or aggressive k) behavior are prohibited. Immediately leash your dog(s) and leave the Dog Park if your dog behaves aggressively.
- Puppies under 4 months of age and female dogs in heat are not allowed in the Dog Park. I)
- Pet owners must fill holes their dog(s) dig.
- No smoking, glass containers, or food (dog/animal) is allowed in n) the Dog Park
- Use the Pet Cleaning Station in the manner intended by the manufacturer. Follow posted instructions for use.

45. Hiking / Jogging Trails

In the event your community has a hiking or jogging trail for the enjoyment of all residents, the following policies apply.

45.1 Resident Acknowledgements: Resident(s), occupant(s), guest(s), and invitee(s) understand and acknowledge that he/she:

- Acknowledges that use of the trail is a potentially hazardous a) activity and involves inherent risk and danger or injury, including but not limited to sprains, strains, fractures, contusions, lacerations, pet and animal stings, scratches or bites, dog bites and/or scratches, abnormal blood pressure, heart disorders, fainting, shortness of breath, heatstroke, chest pains, and even death.
- Has inspected it and found it to be in satisfactory condition.
- Is in satisfactory health and knows his/her own physical limitations
- Is using the trail at his/her risk and assume all responsibility for d) its use
- AGREES TO THE FULLEST EXTENT ALLOWED BY LAW THAT RESIDENT RELEASES AND HOLDS HARMLESS OWNER AND MANAGEMENT FROM ANY AND ALL CLAIMS, DAMAGES OR EXPENSES RELATED TO THE USE OF THE TRAIL EVEN IF CAUSED OR CONTRIBUTED BY NEGLIGENCE OF OWNER OR MANAGEMENT.

45.2 Before You Go Hiking / Jogging:

- Make sure you are well-informed about the trail you will take, the hiking terrain conditions as well as weather conditions. Check with local authorities for last minute updates and firsthand
- Make sure you are well-equipped for your intended hike and terrain/weather conditions. Take enough food and drinks for your intended hike.
- c) Inform people of your itinerary and your expected time of return. If possible, call those who are not joining you at regular intervals so they know where you are.

 Avoid hiking alone. Hike in a group consisting of at least two
- d) fellow hikers. In case of an accident, one person will then be able to stay with the injured while the other goes for help.

45.3 While Hiking / Jogging:

- Use at Your Own Risk.
- In case of emergency, call 911.

 Do not litter. Take all your waste with you. Be careful not to c) disturb the natural surroundings. All you should leave are your footsteps.
- If you notice any damage or vandalism to the trail or trail signs, d) make sure to note down the exact location and notify management.
- Be courteous to others. Do not disturb the environment by shouting or playing loud music. Unless otherwise posted, fishing and hunting is not allowed.
- f) Make sure you know the local regulations regarding fishing and hunting, if applicable.
- If you plan to take your dog along for your hikes, then make sure g) to check local regulations and keep your dog on a leash at all
- Stay on the trail. Share the trail with other people using the trail. Stay to the right on wider paths. Pass on the left.

46. Roof Top Deck

In the event your community has a roof top deck for the enjoyment of all residents, the following policies apply.

a) Unless otherwise posted, the hours are from dawn to dusk.

- Use at your own risk. b)
- In case of emergency, call 911.
- Neither owner nor management are responsible for accidents, d) injuries or lost, stolen, damaged or misplaced items.
- Prohibited Items: The following items are not allowed: glass containers, BBQ grills, fireworks. Unless otherwise posted, pets are not allowed.
- Residents and their guests shall not walk in any areas on the roof other than the designated walkway and roof top deck itself.
- g) All garbage and waste is to be deposited in appropriate trash receptacles.
- Proper attire is required.
- In the event your community allows pets on the roof top deck, they must be on a leash at all times and under the control of the resident. Residents are responsible for cleaning up after pets.
- Nothing shall be thrown or intentionally dropped over the edge of the roof. The resident, upon the first infraction of this policy, may incur a fine, revoked privileges, and/or residency terminated.

Guests: Residents are limited to 2 guests per apartment home to any common area, and resident must accompany each guest

47. Photographs, Digital Images, Video

Resident agrees to allow owner, management and their respective subsidiaries, media contacts, associated press, and vendors the right to record the image and/or voice of the resident, and grants owner and management all rights to use these sound, still, or moving images in any and all media, now or hereafter known, and for any purpose whatsoever unless prohibited by law. You hereby release owner, management and their respective subsidiaries, media contacts, associated press and vendors all rights to exhibit this work in all media including and not limited to electronic form publicly or privately. You waive any rights, claims or interest you may have to control the use of your or your occupants', guests' or invitees' identity or likeness in the sound, still or moving images and agree that any uses described herein may be made without compensation or consideration to you, your occupants, guests or invitees.

48. Wildlife

48.1 Definition of Wildlife: Wildlife can include the presence of alligators, crocodiles, snakes, raccoons, or other animals. In the event wildlife is found on the community, resident agrees to the following.

48.2 Resident Acknowledgements: Resident acknowledges that:

- Wildlife has been seen in and around the community.
- There are certain risks associated with having wildlife in and b) around the community.
- Resident assumes the risk with respect to having wildlife near to resident's apartment home and acknowledges that neither owner nor management are liable for any injuries, damages or losses to persons or property caused by or related to the wildlife by resident, occupants, guests or invitees.

48.3 Resident Responsibilities: Resident represents that resident:

- will not feed the wildlife;
- will not get close to the wildlife; f)
- will not swim or wade where the wildlife are;
- will not allow pets or children to swim or play near waters or areas that may contain wildlife;
- will not agitate or tease the wildlife; i)
- will not try to catch the wildlife;
- will not approach the wildlife's nest or habitat;
- will maintain a safe distance from the wildlife;
- m) will not dispose of garbage or scraps near a water source, pond, lake, or other area that may contain wildlife; and
- will be responsible for informing occupants, guests and invitees about the wildlife and enforcing their compliance with the above statements.

49. Body of Water (Lake, pond, etc.)

- 49.1 Resident Acknowledgements: In the event your community has a body of water, resident acknowledges that:
 - One or more bodies of water are located in the community.
 - There are certain risks associated with bodies of water in the community.
 - Resident assumes the risk with respect to having a body of water c) near to resident's apartment home and acknowledges that neither owner nor management are liable for any injuries, damages or losses to persons or property caused by or related to the body of water by resident, occupants, guests or invitees.

49.2 Resident Responsibilities: Resident represents that resident:

- will not swim or wade in any body of water that is not designated as a swimming pool;
- will not boat on any body of water;
- will not ice skate or conduct any other type of water sport in or on the bodies of water.
- d) will not allow pets or children to swim or play near the bodies of
- e) will maintain a safe distance from the bodies of water as they may hide jagged rocks, broken glass, wildlife, or trash; will not walk near the bodies of water as weeds and grass can
- entangle legs/arms and may hide natural dangers snakes or alligators;
- will not dispose of garbage in or near a body of water; and
- will be responsible for informing occupants, guests and invitees about the bodies of water and enforcing their compliance with the above statements.

50. Elevators

In the event your community has an elevator (s) for the enjoyment of all residents, the following policies apply.

- Use the elevator at your own risk.
- Use equipment only in the manner intended by the manufacturer.
- c) Immediately report any needed repairs to management. Do not attempt to make repairs to the elevator. In case of emergency, call 911.
- d)
- Do not leave personal items in the elevator. Neither owner nor management are responsible for accidents, injuries, or lost, stolen, damaged or misplaced items.

 Do not damage the elevator. Please report vandalism.
- Do not attempt to maneuver or stop closing doors. Wait for the next elevator car.



- h) In the event of a fire or other situation that could lead to a disruption in electrical services, take the stairs.
- When entering and exiting the elevator, watch your step as the elevator car may not be perfectly level with the floor. Stand clear of the doors. Keep clothes and carry-ons away from
- j) the opening. Enforce compliance of these policies with pets.
- If available, hold the handrail.
- Do not push people in front of you when entering or exiting the
- Do not climb out of a stalled elevator. Use the alarm, help, or telephone button to call for assistance.
- You are responsible for informing occupants, guests and invitees about these policies and enforcing their compliance with the above statements.

51. Construction or Renovation

In the event your community is under construction or renovation, the following policies apply

- Inform Occupants and Guests: Resident will be responsible for informing occupants, guests, and invitees about these
- Stay Away From Construction Areas: Resident agrees to observe all warning signs and blockades. Resident agrees to stay away from the construction areas and shall not climb on or enter onto scaffolding or other construction equipment at any time. Resident acknowledges there may be construction debris, trip hazards, and uneven surfaces. Construction crews may
- work throughout the days to complete construction.

 Machinery and Equipment: Resident acknowledges the construction areas will have machinery and equipment to be used by authorized personnel only and entry into those areas by resident, occupants, guests or invitees is strictly prohibited.
- Minor Disturbances: Minor Disturbances: Resident acknowledges that the construction/renovation may cause noise, dust, and minor disturbances to the egress/ingress on or about the community and minor disturbances to the quiet and enjoyment of the apartment home by the resident.
- Amenities May Be Unavailable: Resident further agrees that the amenities, including the clubhouse, pool, or other common areas, may be unavailable for use by resident, occupants, guests
- and invitees during the period of construction.

 Resident Waives Right to Withhold Rent: Except as otherwise prohibited by law, the resident hereby waives any right to withhold rent due to inconvenience or disturbance of quiet enjoyment of resident's apartment home or the inability to use the amenities or common areas or put forward such noise or construction activity as a breach of management's duty pursuant o applicable law.
- Move-In Date Not Guaranteed Due to Construction Delays: The resident acknowledges that the move-in date cannot be guaranteed in the case of unforeseen construction delays. Resident acknowledges that resident will not be compensated for any unforeseen occupancy delays. If the resident terminates the Lease Contract early for any reason other than construction delays, the resident will be responsible for all applicable early termination charges and procedures.

52. Prevention of Mold

- 52.1 Mold Is Found Everywhere: Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.
- 52.2 Conflicting Scientific Evidence: Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.
- 52.3 Prevent Excessive Moisture Buildup: In order to avoid mold growth, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result
- from a wide variety of sources, such as:

 a) Rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
 - Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dishwashers, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
 - Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs, or sinks;
 - Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive d) open-pot cooking;
 - Leaks from clothes dryer discharge vents (which can put lots of e) moisture into the air); and Insufficient dryer of carpets, carpet pads, shower walls and
 - f) bathroom floors.
- 52.4 Resident Responsibilities: It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal,

it is important to work together to minimize the potential for conditions that could lead to the growth of naturally occurring mold. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- a) Proper ventilation is essential. If it is not possible to open windows, run the fan on the apartment home air-handling unit to circulate fresh air throughout your apartment home. **Keep windows and doors closed** in damp or rainy weather
- Maintain a temperature of between 55° and 80° Fahrenheit within your apartment home at all times.

 Ensure appropriate or reasonable climate
- **Ensure** ventilation, and lighting at all times in the unit based on the circumstances to prevent damage in the premises and to the community and to prevent mold and mildew in humid conditions and to avoid freezing pipes in cold weather.
- We have the right to limit or prohibit humidifiers.
- Clean and dust your apartment home on a regular basis as required by your Lease Contract. Regular vacuuming, mopping, and use of environmentally safe household cleaners is important to remove household dirt and debris that contribute to mold
- growth. Immediately throw away moldy food.
 Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows and patio doors using a common household disinfecting cleaner.
- Wipe down and dry areas where moisture sometimes accumulates, on a regular basis, like countertops, windows, windowsills, bathroom sinks, toilets and shower enclosures
- 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.
- Turn on any exhaust fans in the bathroom before you start **showering.** When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. After taking a shower or bath, wipe moisture off shower walls, shower doors, the bathtub and bathroom floor. Leave the bathroom door open until all moisture on the mirrors and bathroom walls and tiles surfaces has dissipated. Hang up your towels and bath mats so they will completely dry out.
- Use the exhaust fans 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
- m) Ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use. 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 or pet urine on all flooring, including carpet.
- Do not overfill closets or storage areas. Ventilation is important in these spaces.
- Do not allow damp or moist stacks of clothes or other cloth g) materials to lie in piles for an extended period of time.
- Immediately report to management any evidence of a water leak or excessive moisture in your apartment home, storage room, garage, or any common area.
- Immediately report to management any evidence of mold **growth** that cannot be removed by simply applying a common household cleaner and wiping the area. Also report any area of mold that reappears despite regular cleaning.
- Immediately report to management any fa malfunction with your heating, ventilation conditioning ducts in your apartment home. any failure
- Immediately report to management any inoperable windows t)
- Immediately report to management any musty odors that you notice in your apartment home.

53. Apartment Home Fire Emergency Plan

- 53.1 Guidelines: These evacuation guidelines have been developed to help residents in the evacuation of their apartment homes in the event of fire or smoke. Please read the following information carefully and ask management any questions you may have. The following suggested guidelines should be reviewed periodically by you and each resident or occupant in the household:
 - a) If there is fire or smoke in your apartment home, go to the nearest exit by crawling close to the floor, where there is less smoke. Do this even if you can tolerate the smoke by standing up. Check the doorknob and entire door to see if either is hot. If both are cool to the touch, open the door slowly and look in to the hallway/walkway or stairs. If it is clear, leave your apartment home and close the door.
 - Call the fire department or 911. Be sure to give the exact location of the fire (community name, address, building number, and floor and apartment home number.)
 - Yell "Fire" and knock on Warn neighboring residents. neighboring doors.
- 53.2 If You Are Alerted To A Fire by Smoke: If you are alerted to a fire by smoke from the hallway or an outside alarm, follow these guidelines:
 - Determine if it is safe to leave your apartment home. Check the doorknob and entire door to see if either is hot. If neither is hot, open the door slowly and check the hallway/walkway or stairs. If



- all is clear of fire and smoke, leave your apartment home and close the door behind you.
- Stay in the apartment home if the door or doorknob is hot or the hall/walkway or stairs are filled with smoke.

 Call 911 for help.
- Hang a sheet out of the window to signal to fire fighters that help is needed. Do not try to use the sheet to climb down the building.
- Do not jump from windows or balconies. Needless injuries and fatalities have been caused in emergencies when people have panicked and jumped.
- Stuff wet towels in the cracks around the door to keep smoke out. Use a bucket of water to splash water on the door and/or walls if they become hot. A wet towel tied around your nose and mouth will help filter smoke.
- Remove drapes or other combustible materials near the hot g)
- Never go back into the apartment home until the fire department or management indicates it is safe to do so.

54. Fire Hazards

- a) Resident shall consider fire safety and fire safety regulations while in the apartment home and community, including while cooking, smoking, decorating (including holiday decorations), using electrical items and items which produce heat.
- No flammable or combustible objects/substances are to be stored in your apartment home or on patios, balconies, under stairwells, in your garage or storage space, and should not be within 30 inches of an item which produces heat (water heater, furnace, stove, oven, candle, curling iron, etc.).
- Open Flames / Items Which Produce Heat: require an open flame to operate or which produce heat (e.g., Bunsen burners, sterno/canned heat, lighted candles, alcohol burners, heating elements, irons, curling irons, halogen bulbs, stove, oven) must be supervised by resident at all times during use and can never be left on unattended.
- Resident shall not obstruct or use the driveways, sidewalks, entry passages, stairs, breezeways, courtyards, or halls for any ourpose other than ingress or egress.
- Fire Alarms: In the event residents are given procedures for fire alarms, resident, occupants, guests and invitees are required to adhere to all procedures. In the case of a fire alarm sounding in the community, resident, occupants, guests and invitees are required to evacuate the building. If resident sees smoke in the hallways, breezeways, or rooms, keep low to the ground while moving to the nearest exit. Once resident is out of the building, move away from the building and do not block emergency personnel and equipment. Resident may not re-enter the building until resident receives notification from the local officials or management. Failure to evacuate may result in fines and/or a default of the Lease Contract.
- Resident and resident's occupant(s), guest(s), and invitee(s) must not tamper with, interfere with, or damage any alarm equipment and/or installation.
- False Trigger of Fire Sprinklers: In the event the community has a fire sprinkler system, resident acknowledges and hereby agrees that it is important to be careful near fire sprinkler heads so as not to falsely trigger or activate them. If resident triggers or activates the fire sprinkler system, resident will be responsible for
- all damages caused by the activation.

 False Alarms: Anyone found to falsely pull a fire alarm will be subject to criminal charges, a fine, and/or a default of the Lease Contract.
- Extension Cords and Multiple Plugs: An extension cord must be UL approved, 16 gauges, and not exceed an un-spliced length of six feet with a polarized plug and a single outlet; it may not be placed under floor coverings or furnishings and may not be secured by penetrating the insulation.

55. Freezing Weather Instructions

Water pipes in your community may freeze and break unless we all follow the precautions listed in these instructions. If any pipes freeze during the winter, we may have to cut off the water to entire buildings. If there is widespread pipe breakage across the city, it could be days before we can get the pipes fixed and get hot and cold water back on in your apartment home. Resident shall follow these precautions when subfreezing weather occurs.

- Leave the heat on 24 hours a day at a temperature setting of no less than 55 degrees. Keep all windows closed. Leave open the cabinet doors under the kitchen sink and
- b) bathroom sink to allow heat to get to the plumbing.
- Drip all your water faucets 24 hours a day. If severe subfreezing weather occurs, it may be necessary to run your faucets at a steady, pencil-lead stream when you are in the apartment home and when you are gone. This includes hot and cold water in your kitchen, bathroom lavatories, bathtubs, shower, wet bar
- sinks, etc. Leave all drains open and clear of obstacles; including lavatories, sinks and bathtubs.
- Bring potted or hanging plants inside your apartment home and protect the floors where you place them.

 Contact management if you will be away from your apartment home for more than 24 hours when subfreezing weather may reasonably be anticipated.
- If you notice a water leak, icy spot or other hazardous condition on the community, notify management IMMEDIATELY.

- h) Use extra caution when walking and/or driving on the community when freezing rain or snow is predicted or occurring. Remember that walkways, stairs, steps, sidewalks, breezeways, and parking lots can become dangerously slick with the buildup of ice. Hold on to the stair rails where available.
- Unless required by law, we have no duty to remove ice, sleet, or snow from the common areas.

56. Flood Guidelines

A flood can occur during heavy rains. Please read the following suggested guidelines carefully, and ask management any questions you may have. The following are suggested guidelines and should be reviewed periodically by each resident and occupant.

56.1 Before

- a) Purchase and stock supplies such as a battery-operated radio and flashlight, batteries, non-perishable food items, drinking water, extra ice, ice chest etc.
- Remove plants, flower boxes, patio furniture, etc. from the patio or balcony. Store these items inside your apartment home. Put plastic under the plant pots or baskets so you will not damage the carpet. Do not put tape on the windows unless directed by management to do so.
- Fill your car with gasoline and check the battery. Move your car to higher ground.
- Unplug all appliances. Do not turn on the television. Do not plug appliances back in until the water completely recedes and
- community personnel give you permission.
 Fill your bathtub(s) with water. You will need water for drinking, cooking, cleaning and bathing if the water supply is contaminated.
- Fill needed medical prescriptions.

 Wash your clothes so you will have plenty of clean clothes available. The laundry rooms may be closed during a flood and electrical power is usually disrupted.

- 56.2 Duringa) Leave your apartment home only if it appears safe to do so, or if you have been instructed to evacuate by emergency personnel or management.
- Move valuable items to higher ground. If one is available, you may have time to move items to an upstairs apartment home. If not, put them up on the bed, a sturdy table, etc. Listen for emergency instructions and weather updates on a battery powered radio.
- Use the telephone for emergencies only. c)

56.3 After

- Listen for emergency instructions on the radio. There are many a) safety precautions that must be followed after the flood passes.
- Stay in your apartment home and do not drive until you are told it is allowed.

57. Automated Electronic Payments

- 57.1 Check Scanner: In the event your community uses a check scanner, you are hereby advised that personal checks remitted for normal payments will be scanned and the funds will be electronically withdrawn from your bank account via "Automated Clearing House" (ACH). If you wish to opt out of this process, you must choose another payment method. Standard ACH bank drafts occur after one business day.
- **57.2 ACH, Credit, and Debit Cards:** Automated electronic payments include ACH and Credit and Debit Card transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. Card and Debit card transactions refers to credit and debit card transactions, including those cards bearing the Visa, MasterCard, Discover and American Express logos. Collectively, "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand-processed through a local bank clearinghouse or the Federal Reserve System.
- **57.3 Advantages in Paying Rent via ACH**: There are advantages for you in paying your rent via automated electronic payments,
 - Greater convenience since you won't have to worry each month a) with writing, mailing or delivering a rent check; No late charges since your rent will be paid timely, assuming
 - b) there are sufficient funds in your checking account;
 - Greater security since there is little chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
 - Proof that you've paid since your bank statement is evidence of payment according to ACH and card network rules.
- 57.4 Electronic Check Conversion: Electronic check conversion is a process in which your check is used as a source of information (for the check number, your account number, and the number that identifies your financial institution). The information is then used to make a one-time electronic payment from your account (an electronic fund transfer). The check itself is not the method of payment. Your electronic transaction may be processed faster than a check. Be sure you have enough money in your account at the time you make a purchase all intended payments. Your financial institution will not return any checks that are converted, even if you normally receive your

original checks or images of those checks with your statement. Always review your regular account statement from your financial institution. You should immediately contact your financial institution if you see a problem. You have only 60 days (from the date your statement was sent) to tell the financial institution about a problem. Depending on the circumstances, the financial institution may take up to 45 days from the time you notify it to complete its investigation. Your checking account statement will contain information about your payment, including the date, the check number, the name of the person or company you have paid, and the amount of the payment.

58. Group E-Mail and Text Communication

In the event you provided an email address or cell phone number to us, we may send important announcements via e-mail and/or text, such as an emergency water shut off, change in office hours, etc. In addition, you may receive other promotional community messages, such as resident satisfaction surveys, resident referral messages, and various resident service reminders from our team via text or e-mail. If you do not want to be included in group messages via e-mail or text, you may opt out of receiving future group correspondence in this manner

59. Mixed Use Facility (residential, retail, commercial space)

In the event your community is a Mixed-Use facility (retail, commercial, office, and/or residential), you understand and acknowledge that your apartment home is located and/or immediately adjacent to commercial business, including, but not limited to offices, restaurants, bars, nightclubs, retail establishments, and entertainment venues (all of the above collectively referred to as "commercial neighbors" "neighbors"). You understand and acknowledge that such commercial neighbors may, by virtue of their respective businesses, produce noises and sounds (including but not limited to music and other forms of entertainment) and odors that may penetrate the walls and floors of your apartment home and that such noise, sounds, and odors may penetrate the walls and floors of your apartment home up to twentyfour (24) hours a day. You further understand and acknowledge that events may be held at the property from time to time that have the potential to attract a large volume of people. These events may cause noise and sounds or odors that may penetrate the walls of the apartment home. You understand and acknowledge that such events may reduce the amount of available guest parking spaces at the property; provided, however, such events will not unreasonably restrict residents' access to their individual apartment homes or parking spaces if designated specifically for the residents. Owner and management are not responsible for any interruption or decrease in the enjoyment of your apartment home or damages to your apartment home or personal belongings (smells that may permeate furniture, etc.) due to these commercial neighbors.

60. Subletting and Replacements

 a) When Allowed: Replacing a resident, subletting, or assigning a resident's rights are allowed only when we consent in writing. Residency at your community is subject to an application and/or approval by management. Occupancy is restricted to only the

- named residents and occupants that are identified in your Lease Contract.
- Advertising Your Apartment: Resident acknowledges and agrees that advertising your apartment(s) for rent without management's written consent is not allowed. This includes online postings such as Craigslist, Airbnb, etc.

61. Notification

All rules and regulations posted within the community are included by reference in this document. Immediately call 911 or the police to report an emergency, suspicious persons, strange vehicles, disturbances, or unusual activity on the community.

62. Additional Rights

Resident(s) Signature(s)

All rights and remedies set forth herein shall be in addition to, and not in limitation of, all other rights or remedies owner/management has, had, or may have.

63. Acknowledgement by Residents of Apartment Home Rules

Residents and all occupants, guests and invitees must comply with all community policies and rules regarding use of the resident's dwelling and the common areas. These policies are added as part of the Lease Contract and, in some cases, separate rules attached to the Lease Contract or provided to the resident(s) during the lease term. Special instructions may have been given to residents regarding smoke alarms, alarm systems, access gates, and other devices or amenities.

I have carefully read the foregoing releases and I fully understand their contents. I sign these releases as my own free act. I am aware that these are releases of liability.

(18 years of age and over)

<u> </u>	
Signed by Yingyan Wang Tue May 9 05:43:05 PM PDT 2017	Date:
	Date:
Owner's Representative Signature:	
Title:	Date:



Mold Information and Prevention Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1.	DWELLING UNIT DESCRIPTION. Unit No. 211, 400 Boren Ave North (street address) in Seattle (city),		 overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
_	Washington, 98109 (zip code).		leaks from plumbing lines or fixtures, and leaks into walls from bad
2.	LEASE CONTRACT DESCRIPTION. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC		 or missing grouting/caulking around showers, tubs or sinks; washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot
	Residents (list all residents): Yingyan Wang, Bradford Medeiros		 leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
3.	ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.	6.	 insufficient drying of carpets, carpet pads, shower walls and bathroom floors. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®,
	Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.		Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible
4.	PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:		to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from <i>porous</i> items, such as fibers in sofas, chairs, drapes and carpets—provided
	 Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food. 	7.	the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on <i>porous surfaces</i> , such as sheetrock walls or ceilings, or (2) <i>large areas</i> of visible mold on <i>non-porous</i> surfaces. Instead, notify us in writing, and we will
	• Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.	8.	take appropriate action. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract. If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.
	 Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out. 	9.	SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
	 Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. 		
	• Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.		
5.	IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:		
	 rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level; 		
	Resident or Residents (All residents must sign here) Signed by Yingyan Wang Tue May 9 05:43:13 PM PDT 2017		Owner or Owner's Representative (Signs here)
			Date of Lease Contract
			April 29, 2017

NO-SMOKING ADDENDUM

ate: **May 6, 2017**

211

(when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

	dress) in Seattle		in o
(c	ity), Washington, (zip code).	5.	Your
L	ease Contract Description		Econ
Le	ease Contract date: April 29, 2017		are r
U	wner's name: KW/LF Radius, LLC		other
_			occu
			caus
R	esidents (list all residents): Yingyan Wang, Bradford		disru
M	Medeiros		affec
_		6.	Defi
			poss
	moking Anywhere Inside Buildings of the Dwelling ommunity is Strictly Prohibited. All forms and use		or pi toba
	f lighted or burning tobacco products and smoking of		of w
to	bacco products inside any dwelling, building, or interior		inha
	f any portion of the dwelling community is strictly		toba
	rohibited. Any violation of the no-smoking policy is a laterial and substantial violation of this Addendum and		or sy
	ne Lease Contract.		speci
			useo
	he prohibition on use of any lighted or burning tobacco roducts or smoking of any tobacco products extends		prod
to	all residents, their occupants, guests, invitees and all		or ir
	thers who are present on or in any portion of the dwelling	7.	Leas
CC	ommunity. The no-smoking policy and rules extend to,		Add
	ut are not limited to, the management and leasing offices,		Cont
	uilding interiors and hallways, building common areas, wellings, club house, exercise or spa facility, tennis courts,		viola no-si
	l interior areas of the dwelling community, commercial		or vi
sł	nops, businesses, and spaces, work areas, and all other		of th
sp	paces whether in the interior of the dwelling community		liable
	r in the enclosed spaces on the surrounding community		thed
	rounds. Smoking of non-tobacco products which are armful to the health, safety, and welfare of other residents		whic
	also prohibited by this Addendum and other provisions		for p
of	the Lease Contract inside any dwelling or building.	0	
	moking Outside Buildings of the Dwelling Community.	8.	Exte: Your
	moking is permitted only in specially designated areas		inco
	utside the buildings of the dwelling community. The		No-S
sr	noking-permissible areas are marked by signage.		of, yo
Sı	moking on balconies, patios, and limited common areas		the L
	tached to or outside of your dwelling 🔲 is 🗓 is not	9.	Your
-	ermitted.		Men
	he following outside areas of the community may be used		and
10	or smoking:		occu
		10	.Ther
_			Alth
E	ven though smoking may be permitted in certain limited		dwel
	utside areas, we reserve the right to direct that you and your		of a
	ccupants, family, guests, and invitees cease and desist from		outsi
	noking in those areas if smoke is entering the dwellings r buildings or if it is interfering with the health, safety,		of or
	welfare or disturbing the quiet enjoyment, or business		requ
01	perations of us, other residents, or guests.		viola
	- -		ourn and
Y	our Responsibility for Damages and Cleaning. You are		pros
	esponsible for payment of all costs and damages to your welling, other residents' dwellings, or any other portion		•
	the dwelling community for repair, replacement, or		This this
cl	eaning due to smoking or smoke related damage caused		coul
by	y you or your occupants, family, guests, or invitees,		to co
re	egardless of whether such use was a violation of this		your
	ddendum. Any costs or damages we incur related to		whet
re	epairs, replacement, and cleaning due to your smoking the due to your violation of the no-smoking provisions of		Add
th	the Lease Contract are in excess of normal wear and tear.		or ar You
Sı	moke related damage, including but not limited to, the		_
	mell of tobacco smoke which permeates sheetrock,		
	Resident or Residents		
	(All residents must sign here)		_
	Signed by Yingyan Wang Tue May 9 05:43:19 PM PDT 2017		
		_	

1. Dwelling Unit Description. Apt. No. __

- carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.
- 5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.
- **6. Definition of Smoking.** Smoking refers to any use or possession of a cigar, cigarette, e-cigs, vaping, or hookah, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to, any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, or pipes. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.
- 7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.
- 8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.
- 9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.
- 10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the dwelling community, there is no warranty or guaranty of any kind that your dwelling or the dwelling community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. You must check one of the following boxes.

\Box	Neither you nor anyone who will be living in
	the dwelling is a smoker.
	Someone in my household is a smoker; however,
	we agree to follow your no-smoking policy.

Owner or Owner's Representative (Sign here)



ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL



		A330CIATION
	DWELLING UNIT DESCRIPTION. Unit No. 211, 400 Boren Ave North (street address) in Seattle (city), Washington, 98109 (zip code). LEASE CONTRACT DESCRIPTION. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC	 REMEDY FOR VIOLATION. Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method. RESIDENTLIABILITY. You are responsible for and shall held likely for exercised all laborations and the labels of the second and shall held likely for exercised all laborated and shall likely for exercised all laborated and shall likely for exercised all laborated and shall likely for exercised and shall likely for exercise any default remedies and shall likely for exercise and shall l
2	Residents (list all residents): Yingyan Wang, Bradford Medeiros This document shall serve as an addendum ("the Addendum") to the Apartment Lease Contract (the "Lease") between Resident and Owner. Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control. SHORT TERM SUBLEASE OR RENTING PROHIBITED.	be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that
3.	Without limiting the prohibition in the Lease on subletting and assignment and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.	we incur as the result of any violation of the terms of this Addendum. 8. SEVERABILITY. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.
4.	PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.	9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:
5.	VIOLATION OF LEASE AGREEMENT. Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.	
	Resident or Residents (All residents must sign) Signed by Yingyan Wang Tue May 9 05:43:26 PM PDT 2017	Owner or Owner's Representative (Signs below)
		Date of Signing Addendum

LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT



2. Lease Contract Description. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC Residents (list all residents): Yingyan Wang, Bradford Medeiros 3. Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance from the insurance company of you choosing listed below that is licensed to do business in this state and have provided us with written proof of this insurance pri to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at or request. Insurance Company: 8. Default. Failure to maintain the required policy during the entitled to exercise all rights and remedies under the law. 9. Miscellaneous. Except as specifically stated in this Addendure all other terms and conditions of the Lease Contract shall remained to exercise all rights and remedies under the law. 9. Miscellaneous. In the event of any conflict between the terms of the Lease Contract shall remained to provide us with written proof of this insurance pri to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at or request. Insurance Company: 8. Default. Failure to maintain the required policy during the entitled to exercise all rights and remedies under the law. 9. Miscellaneous. Except as specifically stated in this Addendurated the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at or request. Insurance Company: 8. Default. Failure to maintain the required policy during the entitle to exercise all rights and remedies under the law.		Dwelling Unit Description. Unit No. 211 400 Boren Ave North (street address) in Seattle (city),	6. Subrogation Allowed. You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.
Residents (list all residents): Yingyan Wang, Bradford Medeiros 3. Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own inhibitly for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lesse Contract requires you to maintain a liability insurance policy, which provides limits of liability insurance policy of personal liability insurance sourcement. You understand and agree to maintain a liability insurance policy of personal liability insurance solicy of personal liability insurance are occurrence. You understand and agree to maintain a liability insurance solicy of personal	2.	Lease Contract Description. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC	7. Your Insurance Coverage. You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our
3. Acknowledgment Concerning Insurance or Damage Waiver. You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may could be contest. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract regions you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at altimeted during the Termothe Lease Contract and any renewal periods a policy of personal liability insurance and any renewal periods a policy of personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00 removed to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage. Swe may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing. Thave read, understand and agree to comply with the preceding provisions. Passigned by Yingyan. The art free to contract for the required insurance with a provider of your choosing.			•
personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$\frac{10000.00}{10000.00}\$, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Washington. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage. 5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing. I have read, understand and agree to comply with the preceding provisions. Resident or Residents (All residents must sign here) Signed by Yingyan Wang The May 9 00143121 200 DUT 2017 Date of Lease Contract		You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 10000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance	9. Miscellaneous. Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing. I have read, understand and agree to comply with the preceding provisions. Resident or Residents (All residents must sign here) Signed by Yingyan Wang The May 9 05:43:31 PM FDT 2017 Date of Lease Contract		personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$\ 100000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Washington. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you	
Resident or Residents (All residents must sign here) (Signed by Yingyan Wang Tue May 9 05:43:31 PM PDT 2017 Date of Lease Contract	5.	We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required	
(All residents must sign here) (signs here) Signed by Yingyan Wang Tue May 9 05:43:31 PM PDT 2017 Date of Lease Contract		I have read, understand and agree to c	omply with the preceding provisions.
	()	(All residents must sign here)	Owner or Owner's Representative (signs here)
			Date of Lease Contract
			April 29, 2017



RESIDENT PARKING ADDENDUM



	Date: May 6	, 2017 APARTMENT ASSOCIATION
1. DWELLING UNIT DESCRIPTION. 400 Boren Ave North in Seattle Washington, 98109	Unit No. 211 , (street address)	12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed
2. LEASE CONTRACT DESCRIPTION Lease Contract date: April 29, 2 Owner's name: KW/LF Radius, L	N. 2017	upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).
Residents (list all residents): Yingya	n Wang,	COST FOR PARKING:
		Resident agrees to pay a onetime fee of \$0.00 per vehicle on or before the
The term of this Parking Adden Begins on June 30th ending on June 29th RESIDENT AND OWNER AGREE AS	, 2017 and .	agrees to pay \$0.00 monthly per vehicle due or or before the day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.
3. You agree to properly register		Resident understands and accepts that all-parking rights
management. If you get a new or rep must notify us and complete a revis fail to do so, your unregistered vehi your sole expense.	lacement vehicle you ed agreement. If you	and privileges will immediately be revoked in the case that Resident is 4 days delinquent in paying the required parking fee. Resident agrees to pay \$ 0.00 NSF fee for all
4. If you are provided with a parking tag	o or sticker it must he	checks returned for non-sufficient funds.
properly installed and displayed, and a properly displayed tag or sticker is	d any vehicle without	VEHICLE INFORMATION:
5. Unless your vehicle(s) has been assign you may park in any available space(s with the exception of spaces reserved any marked handicap space, unless you issued handicap decal or similar sign	ned a specific space(s) s) in the parking areas, for a particular use or u posses a government	Vehicle 1 Make: Hyundia Model & Year: Veloster 2015 State: License Plate: EAYX18 Permit Number:
6. If you are assigned a specific parking sp you the space(s) and retain the right spaces at our sole discretion with this notice, even during a lease term.	pace(s) we shall assign t to change assigned	PhoneNumber:Parking Space:
7. You understand and accept that we time, without notice, to tow unauthori vehicles from any parking space on t	zed or non-registered	State: License Plate: Permit Number: Phone Number:
8. You agree to use parking spaces in a of the Lease and Community Rules.	accord with the terms	Parking Space:
9. Any vehicles which are improperly part of this addendum, the terms of the Rules will be towed at your expensions the greatest extent allowed by law, we to you for damages related to the phyconsequential damages you may increase of the vehicle(s).	Lease or Community se. You agree that, to we shall not be liable ysical towing nor any	Make:
10. You understand that we will not be damage or theft that may occur when parked on any part of the property agreement you knowingly accept the vehicle(s) on the property.	ile your vehicle(s) is y. Upon signing this	13.SPECIAL PROVISIONS:
11. Any action by you, any occupant, you violates this addendum shall constitute of the Lease Contract.		
Resident or Residen		
(All residents must sig Signed by Yingyan Wang Tue May 9 05:43:37 PM PDT 2017		Owner or Owner's Representative (Signs below)
		Date of Signing Addendum



Seattle - Animal Addendum

Becomes part of Lease Contract



May 6, 2017 Date:

(when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

DWELLING UNIT DESCRIPTION. Unit No. 211 ,	7. SPECIAL PROVISIONS. The following special provisions
400 Boren Ave North	control over conflicting provisions of this printed form:
(street address) in Seattle (city),	Pet Deposit are charged per pet (Limit of
Washington,(zip code).	2). Radius does not currently have a pet
LEACE CONTRACT DECORPTION	weight limit in place but reserves the
LEASE CONTRACT DESCRIPTION. Lease Contract date: April 29, 2017	right to change this policy for future
	residents at any time.
Owner's name: KW/LF Radius, LLC	
Residents (list all residents): Yingyan Wang, Bradford Medeiros	
The Lease Contract is referred to in this Addendum as the "Lease Contract."	
CONDITIONAL AUTHORIZATION FOR ANIMAL. You	
may keep the animal that is described below in the dwelling	
until the Lease Contract expires. But we may terminate this	
authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your	
guests, or any occupant violate any of the rules in this	a Fight Children and a second control of the contro
Addendum.	8. EMERGENCY. In an emergency involving an accident or
Addendum.	injury to your animal, we have the right, but not a duty, to
ANIMAL DEPOSIT. An animal deposit of \$300.00	take the animal to the following veterinarian for treatment, at
will be charged. If the animal(s) become an assistive animal(s)	your expense.
during your tenancy, this deposit will be held for the duration	Doctor:
of the tenancy.	Address:
of the tenancy.	City/State/Zip:
LIABILITY NOT LIMITED. The additional monthly rent	Phone:
and additional security deposit under this Animal Addendum do not limit residents' liability for property	9. ANIMAL RULES. You are responsible for the animal's
damages, cleaning, deodorization, defleaing, replacements,	actions at all times. You agree to abide by these rules:
or personal injuries.	The animal must not disturb the neighbors or other
	residents, regardless of whether the animal is inside or
DESCRIPTION OF ANIMAL(S). You may keep only the	outside the dwelling.
animal(s) described below. You may not substitute any other	<u> </u>
animal(s). Neither you nor your guests or occupants may	Dogs, cats, and service animals must be housebroken.
bring any other animal(s)-mammal, reptile, bird, amphibian,	All other animals must be caged at all times. No animal
fish, rodent, arachnid, or insect-into the dwelling or	offspring are allowed.
apartment community.	• Inside, the animal may urinate or defecate only in these
	designated areas:
Animal's name:	
Type:	• Outside the sained mean unimate on defeate only in these
Breed:	Outside, the animal may urinate or defecate <i>only</i> in these
Color:	designated areas:
Weight: Age:	
City of license:	• Autority on a set by California Carl district on about
License no.:	Animals may not be tied to any fixed object anywhere
Date of last rabies shot:	outside the dwelling units, except in fenced yards (if any)
Housebroken?	for your exclusive use.
Animal's name:	 You must not let an animal other than service animals into swimming-pool areas, laundry rooms, offices, clubrooms,
Type:	other recreational facilities, or other dwelling units.
7.1	Your animal must be fed and watered inside the dwelling unit.
Breed:	Don't leave animal food or water outside the dwelling unit at
Color:	any time, except in fenced yards (if any) for your exclusive
	use.
City of license:	
License no.:	You must keep the animal on a leash and under your supervision
Date of last rabies shot:	when outside the dwelling or any private fenced area. We or

Animal owner's name: _

Housebroken?

1

2

3

6

our representative may pick up unleashed animals and/or

report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping

unleashed animals.

- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.
- 10. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 11. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.
- **12. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.
- 13. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
 - abandoned the animal;
 - left the animal in the dwelling unit for an extended period of time without food or water; or
 - failed to care for a sick animal.
 - violated our animal rules; or
 - let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may kennel the animal or contact a humane society or local authority for pick up. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

14.LIABILITY FOR DAMAGES, INJURIES, CLEANING,

ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

- **15. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 16. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.
- 17. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

(All residents must sign)

Owner or Owner's Representative (Signs below)

Signed by Yingyan Wang Tue May 9 05:43:46 PM PDT 2017



SEATTLE - LEASE CONTRACT ADDENDUM FOR ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT



	Dwelling Unit Description. Unit No. 211 400 Boren Ave North (street address) in Seattle (city), Washington, 98109 (zip code). Lease Contract Description.	9. Garage door opener. If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.
	Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC	10. Security. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
	Residents(listall residents): Yingyan Wang, Bradford Medeiros	11. Insurance and loss/damage to your property. You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.
3.	Garage, carport, or storage unit. You are entitled to exclusive possession of: (check as applicable) ☑ garage or carport attached to the dwelling; ☑ garage space number(s); and/or ☑ storage unit number(s); and/or	 12. Compliance. We may periodically open and enter garages and storerooms to ensure compliance with this Addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract. 13. No lock changes, alterations, or improvements. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements,
4.	Security Deposit. An additional security deposit of \$0.00 will be charged for the checked areas above. We will consider this additional security deposit part of the general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) □ does or does not include this additional deposit amount. This deposit is a general deposit and is not limited in use to damages caused within the checked areas above, and is subject to forfeiture as a general deposit.	alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this Addendum will be paid for by you. 14. Move-out and remedies. Any termination of tenancy shall automatically terminate any right of storage or parking without further notice required. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition
5.	Additional Monthly Rent. You will pay \$ as additional monthly charges for the item(s) checked above. The monthly rent amount in Paragraph 6 of the Lease Contract does not include this additional rent.	or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.
6.	Use restrictions. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this Addendum. No plants may be grown in such areas.	15. Special Provisions. The following special provisions control over conflicting provisions of this printed form: Mgmt has the right to request access into a storage unit at any time deemed necessary. This will require the renter to remove the lock within 24-hrs or the lock may be cut off by mgmt if deemed necessary. Radius is a reserved garage and
7.	No dangerous items. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.	all spaces must be reserved through the leasing office. Any unknown vehicles parked in a reserved space will be towed without warning. A 30-day notice period is required to cancel any rental space. The parking garage is unreserved. No guest parking is allowed in the residential garage.
8.	No smoke, fire, or carbon monoxide detectors. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.	
Q	Resident or Residents (All residents must sign here) Signed by Yingyan Wang Tue May 9 05:43:53 PM PDT 2017	Owner or Owner's Representative (signs here)
_		Date of Lease Contract
		April 29, 2017



SEATTLE - LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1.	Dwelling Unit Description. Unit No. 211 400 Boren Ave North (street address) in Seattle (city), Washington, 98109 (zip code).	injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions	
2.	Lease Contract Description. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC	of any persons to whom you provide access to the community. 8. Rules in using vehicle gates.	
3.	Residents (list all residents): Yingyan Wang, Bradford Medeiros To the extent any terms of this Addendum conflict with the Lease Contract, the terms of this Addendum are controlling. Remote control/cards/code for gate access. Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency.	 Always approach entry and exit gates with caution and at a very slow rate of speed, and wait for gate to stop moving before proceeding under it. Never stop your car where the gate can hit your vehicle as the gate opens or closes. Never follow another vehicle into an open gate. Always use your card to gain entry. Report to management the vehicle license plate number of any vehicle that piggybacks through the gate. Never force the gate open with your car. Never get out of your vehicle while the gates are opening or closing. 	
4.	 Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes. Damaged, lost or unreturned remote controls, cards or code changes. If a remote control is lost, stolen or damaged, a \$	 If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage. Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes. 	
	fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$75.00 deduction from the security deposit. □ If a card is lost, stolen or damaged, a \$75.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a	 If you lose your card, please contact the management office immediately. Do not give your card or code to anyone else. Do not tamper with gate or allow your occupants to tamper or play with gates. Special Provisions. The following special provisions control over 	
	\$ deduction from the security deposit. We may change the code(s) at any time and notify you accordingly.	conflicting provisions of this printed form:	
5.	Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.		
6.	Follow written instructions. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.		
7.	Personal injury and/or personal property damage. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal		
	Resident or Residents (All residents must sign here) Signed by Yingyan Wang	Owner or Owner's Representative (signs here)	
_	Tue May 9 05:43:58 PM PDT 2017	Date of Lease Contract	
		April 29, 2017	

SEATTLE - LEASE CONTRACT ADDENDUM FOR SATELLITE DISH OR ANTENNA



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1.	Dwelling Unit Description. Unit No. 211 400 Boren Ave North (street address) in Seattle (city),	Removal and damages. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the NAA Lease Contract, you must pay for any damages
2.	Washington, 98109 (zip code). Lease Contract Description. Lease Contract date: April 29, 2017 Owner's name: KW/LF Radius, LLC	and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
	Residents (list all residents): Yingyan Wang, Bradford	10. Liability insurance. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if
	Medeiros	available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$\frac{10000.00}{\text{solution}}\$, which is an amount reasonably determined by us to accomplish that purpose.
3.	Number and size. You may install satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.	Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.
4.	Location . Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use. You understand that not all dwellings shall be capable of receiving satellite signals, depending on the location of the dwelling, and that inability to receive signals shall not be construed in any way as a breach of the agreement by Landlord nor for a reduction in the rent.	will be charged. We will consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) does or does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit. This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is
5.	Safety and non-interference. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods	 attached (nails,screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc. 12. When you may begin installation. You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be
6.	are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception. Signal transmission from exterior dish or antenna to interior of	unreasonably withheld. 13. Miscellaneous. If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.
	dwelling. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing. Running the cable along any portion of the common areas is strictly prohibited.	14. Special Provisions. The following special provisions control over conflicting provisions of this printed form: The installation of any satellite dish by the resident(s) is prohibited.
7.	Safety in installation. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a <u>qualified</u> person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be <u>qualified</u> .	
8.	Maintenance. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.	
	Resident or Residents (All residents must sign here) Signed by Yingyan Wang Tue May 9 05:44:04 PM PDT 2017	Owner or Owner's Representative (signs here)
_		Date of Lease Contract
_		April 29, 2017



FIRE SAFETY AND PROTECTION INFORMATION

Th	is Fire Safety and Protection Information form i April 29, 2017 between KW/LF		executed on	
	April 29, 2017 Detween MA/II	Radius, IIIC	("We") and	
Yi	ingyan Wang, Bradford Medeiros			
_		("You") of Unit No	211	
	cated at 400 Boren Ave North			
		cle, WA 98109	and is in	
ad	dition to all terms and conditions in the Lease Cont	ract.		
1.	The dwelling is equipped with smoke detection detection devices are \(\mathbb{X}\) hard wired \(\mathbb{X}\) battery properly operating at the commencement of the tenar in proper operating condition including replacem failure to comply with the provisions of RCW 43.4	operated. The devices have been inspency. It is the resident's responsibility to maintain to fine can be	ected and are ainthedevices	
2.	A diagram showing the emergency evacuation ro	utes for residents is attached as Exhibit A.		
3.	The dwelling complex \(\bigcup \) does \(\bigcup \) does not have a fire sprinkler system.			
4.	The dwelling complex \(\bigcap \) does \(\bigcap \) does not have a fire alarm system.			
5.	The dwelling complex does does not have a smoking policy. A copy of any smoking policy is attached as Exhibit B.			
6.	The dwelling complex does does not have of any such plan is attached as Exhibit C.	re an emergency notification plan for resid	dents. A copy	
7.	The dwelling complex \(\bar{\textsup} \) does \(\bar{\textsup} \) does not have an emergency relocation plan for residents. A copy of any such plan is attached as Exhibit D.			
8.	The dwelling complex \(\begin{aligned} \does \omega \does \does not have an emergency evacuation plan for residents. A cop of any such plan is attached as Exhibit E.			
<u>(</u>	Resident or Residents (All residents must sign here) Signed by Yingyan Wang Tue May 9 05:44:10 PM PDT 2017	Owner or Owner's Represent (signs here)	ative	
		Date of Lease Contract		
		April 29, 2017		



Information for Tenants

TRANSLATIONS

For copies of this document in Amharic, Cambodian, Chinese, Korean, Laotian, Oromiffa, Russian, Somali, Spanish, Tagalog, Thai, Tigrinya and Vietnamese, visit DPD's website at www.seattle.gov/dpd/publications or call (206) 684-8467.

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle on at least an annual basis. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

December 2015

Seattle Landlord-Tenant Laws

OBLIGATIONS OF LANDLORDS

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe
- Controlling insects, rodents and other pests
- Maintaining roof, walls and foundation and keeping the unit weathertight
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner
- Providing adequate containers for garbage and arranging for garbage pickup
- When responsible for providing heat in rental units, from September through June maintaining daytime (7:00 a.m.-10:30 p.m.) temperatures at 65°F or above and nighttime temperatures at not less than 58°F
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants
- Installing smoke detectors and instructing tenants in their maintenance and operation

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or applying a fresh coat of paint.

OBLIGATIONS OF TENANTS

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage
- Exercising care in use of electrical and plumbing fixtures
- Promptly repairing any damage caused by them or their guests
- Granting reasonable access for inspection, maintenance, repair and pest control
- Maintaining smoke detectors in good working order
- Refraining from storing dangerous materials on the premises

THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the <u>only reasons</u> for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving a termination notice. A property owner cannot evict a tenant if the property is not registered with the City of Seattle. Unless otherwise noted, an owner must give a termination notice at least 20 days before the start of the next rental period. Good causes include:

 The tenant fails to pay rent within three days of a notice to pay rent or vacate.

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2. The owner has notified the tenant in writing of overdue rent at least four times in a 12-month period.

- 3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
- 4. The tenant does not comply with a material obligation under the *Washington State Residential Landlord-Tenant Act* within 10 days of a notice to comply or vacate.
- The owner has notified a tenant in writing at least three times in a 12-month period to comply within 10 days with a material term of the lease or rental agreement.
- 6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within three days of notice to do so.
- 7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. An owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to the DPD Property Owner Tenant Assistance (POTA) Unit.
- The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building, and gives the tenant written notice at least 90 days prior to the end of a rental period. Immediate family includes the owner's spouse or owner's domestic partner. and the parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. DPD may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. There is a rebuttable presumption of a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant whose tenancy is ended for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
- 9. The owner wishes to terminate a tenant who lives in the same housing unit with the owner or the owner's agent; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.
- 10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.

- 11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. A tenant terminated for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
- 12. The owner decides to convert the building to a condominium or a cooperative.
- 13. The owner decides to demolish a building or to convert it to non-residential use and has obtained the necessary permit and a Tenant Relocation License.
- 14. The owner desires to sell a single family residence (does not include condominium units) and gives the tenant written notice at least 90 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if DPD receives a complaint. There is a rebuttable presumption of a violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
- 15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is \$2,000; for other tenants it is an amount equal to two months' rent.
- 16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than eight people per dwelling unit if any are unrelated).
- 17. The owner must terminate a tenancy in a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. DPD may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
- 18. An Emergency Order to Vacate and close the property has been issued by DPD and the tenants have failed to vacate by the deadline given in the Order.

Failure to carry out stated cause: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight,

Information for Tenants Page 3 of 12

or (5) the owner is discontinuing the use of an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for terminating the tenancy, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

Private right of action for tenants: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for terminating the tenancy, the tenant can sue the owner for up to \$2,000, costs, and reasonable attorney's fees.

For additional information on the Just Cause Eviction Ordinance, call DPD at (206) 615-0808 or visit the DPD website at www.seattle.gov/dpd.

ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION

City law prohibits retaliatory actions against either a tenant or a landlord.

A landlord is prohibited from harassing or retaliating against a tenant by:

- 1. Changing or tampering with locks on unit doors
- 2. Removing doors, windows, fuse box, furniture or other fixtures
- 3. Discontinuing utilities supplied by the owner
- 4. Removing a tenant from the premises except through the formal court eviction process
- 5. Evicting, increasing rent or threatening a tenant for reporting code violations to DPD or the Police Department or for exercising any legal rights arising out of the tenant's occupancy
- 6. Entering a tenant's unit, except in an emergency, or except at reasonable times with the tenant's consent after giving at least two days notice, or a one-day notice when showing units to prospective purchasers or tenants
- 7. Prohibiting a tenant, or a tenant's authorized agent who is accompanied by that tenant, from distributing information in the building, posting information on bulletin boards in accordance with building rules, contacting other tenants, assisting tenants to organize and holding meetings in community rooms or common areas

In most instances the law initially assumes that a landlord is retaliating if the landlord takes any of these actions within 90 days after a tenant reports a violation to DPD or to the Seattle Police Department, or within 90 days after a governmental agency action, such as making an inspection. In such cases the burden is on the landlord to rebut this presumption of retaliation.

A tenant is prohibited from harassing or retaliating against a landlord by:

- 1. Changing or adding locks on unit doors
- 2. Removing owner-supplied fixtures, furniture, or services
- 3. Willfully damaging the building

DEFINITION OF TENANT

With the exception of the Tenant Relocation Assistance Ordinance, a tenant is defined as a person occupying or holding possession of a building or premises pursuant to a rental agreement. This includes residents of transient lodgings who remain in residence for one month or longer. A rental agreement may be oral or in writing.

OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

1. Rental Agreement Regulation Ordinance

Under this law, landlords who intend to increase rent and some other housing costs by 10 percent or more within a 12-month period must give 60 days written notice. Second, landlords are not allowed to require a month-to-month tenant to stay more than one rental period (e.g., one month). Rental agreement provisions that penalize a tenant for moving before a minimum number of months have passed are not valid. A landlord who desires to have a tenant stay for a certain amount of time should offer the tenant a lease. Lastly, landlords are required to give current and new renters this publication about Seattle and Washington state laws. Tenants can recover actual damages, legal costs and penalties through private civil action against landlords who violate this law. One duplicable master copy per customer is available from the DPD Public Resource Center, located on the 20th floor of Seattle Municipal Tower at 700 Fifth Ave.

2. Open Housing and Public Accommodations Ordinance

The City of Seattle is committed to a policy of promoting the availability and accessibility of housing to all persons and prohibits discrimination on the basis of race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, participation in a Section 8 program or disability. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Office for Civil Rights at (206) 684-4500.

3. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominium or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection.

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Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conversion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs," as defined in the ordinance, may qualify for additional assistance.

In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the tenant decides not to buy his or her unit, the tenant must be paid \$500.00 in relocation assistance.

Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit.

For further information, contact DPD Code Compliance at (206) 615-0808.

4. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90-day notice of the activity that will require them to move. Eligible low income tenants, whose annual income cannot exceed 50% of the area median income, receive cash relocation assistance. It is a violation of this ordinance to increase rent for the purpose of avoiding applying for a Tenant Relocation License. Call DPD at (206) 615-0808 for more information.

5. Repair and Maintenance—Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. If an owner does not make necessary repairs, a tenant can report needed repairs by calling DPD at (206) 615-0808. If an inspector finds code violations, the owner will be required to make needed corrections.

6. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units.

The rules require a landlord or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a landlord imposes a new billing practice without appropriate notice.

A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty.

7. Rental Registration and Inspection Ordinance (RRIO)

The purpose of the Rental Registration and Inspection program is to ensure that all rental housing in the City of Seattle is safe and meets basic housing maintenance requirements. Beginning in 2014 all owners of residential housing in Seattle, with certain limited exceptions, must register their properties with the City. A registration is good for five years. No tenant can be evicted from a property if the property is not registered with the City. With a few exceptions, all properties must be inspected at least once every ten years. These inspections can be conducted by City-approved inspectors or by City housing/zoning inspectors. Information about the RRIO Program can be obtained by calling (206) 684-4110 or going to the program website at www.seattle.gov/RRIO.

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The Washington Residential Landlord-Tenant Act

Chapter 59.18 RCW. GOOD FAITH OBLIGATION

State law requires landlords and tenants to act in good faith toward one another.

Most tenants who rent a place to live come under the Washington State Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Residents who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Landlord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in transient lodgings such as hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

RIGHTS OF ALL TENANTS

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

TYPES OF RENTAL AGREEMENTS

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until either the landlord or tenant gives the other written notice at least 20 days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide 90 days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord gives the tenant written notice at least 30 days before the effective date of the rent increase or rule change. [RCW 59.18.140]

Fixed Term Lease. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree. Leases for longer than one year must be notarized.

ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of race, color, religion, sex, handicap, familial status (having children or seeking custody of children), or national origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] State law recognizes protection to the same individuals as well as for marital status, creed, the presence of sensory, mental, or physical disability. If you think you have been denied rental housing or have been the victim of housing discrimination file a written complaint with the Washington State Human Rights Commission. You may also file a complaint with the federal Fair Housing Section of the Department of Housing and Urban Development or your local city human rights department.

LIABILITY

Once a tenant has signed a rental agreement, the tenant must continue to pay the rent to maintain eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to the landlord's negligence, the tenant must be prepared to accept responsibility for damages he or she causes.

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ILLEGAL PROVISIONS IN RENTAL AGREEMENTS

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

PRIVACY—LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day written notice of his intent to enter at reasonable times. However, tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice of intent to enter at a specified time to exhibit the dwelling to prospective or actual purchasers or tenants. The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of an emergency, or if the property has been abandoned, the landlord can enter without notice. The landlord still must get the tenant's permission to enter, even if the required advance notice has been given.

DEPOSITS AND OTHER FEES

Refundable deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. [RCW 59.18.260]
- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]

- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. [RCW 59.18.260]
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord. [RCW 59.18.270]

Non-refundable fees

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in good repair, and maintain any appliances which are provided with the rental
- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and

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about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.

- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property. The information can be obtained at www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm.
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]
- Provide carbon monoxide detectors.

TENANT'S RESPONSIBILITIES [RCW 59.18.130]

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating systems
- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke and carbon monoxide detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]
- When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

THREATENING BEHAVIOR BY A TENANT OR LANDLORD (RCW 59.18.352 and 354)

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file an unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, if the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than 30 days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice. [RCW 59.18.200]

MAKING CHANGES TO A FIXED LEASE TERM

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

If the property is sold. The sale of the property does not automatically end a tenancy. When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises. All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

Required Notice [RCW 59.18.070] When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental; the name of the owner, if known; and a description of the problem. After giving notice, the tenant must wait the required time for the landlord Page 8 of 12 Information for Tenants

to begin making repairs. Those required waiting times are: 24 hours for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life; 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord; 10 days for all other repairs.

Tenant's Options [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

- Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the deposits they would normally get back.
- 2) Litigation or arbitration can be used to work out the dispute.
- 3) The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

An Important Note: If the repair is one that has a 10-day waiting period, the tenant cannot contract to have the work done until 10 days after the landlord receives notice, or five days after the landlord receives the estimate, whichever is later.

To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's rent in any 12-month period.

If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

- 4) The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
- 5) Rent in Escrow After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. It is wise to consult an attorney before taking this action.

ILLEGAL LANDLORD ACTIONS

Lockouts. [RCW 59.18.290] The law prohibits landlords from changing locks, adding new locks, or

otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

Utility shutoffs. [RCW 59.18.300] The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property. [RCW 59.18.310] The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept — to a total of \$1,000. [RCW 59.18.230(4)]

Renting condemned property. [RCW 59.18.085] The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

Retaliatory actions. [RCW 59.18.240 -.250] If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

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ENDING THE AGREEMENT

Proper Notice to Leave for Leases. If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease term. However, the landlord must make an effort to rerent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

Proper Notice to Leave for Leases—Armed Forces Exception. A lease can be terminated when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders, provided the tenant informs the landlord no later than seven days after the receipt of such orders. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Proper Notice to Leave for Month-to-Month Agreements. When a tenant wants to end a month-to-month rental agreement, written notice must be given to the landlord.

The notice must be received at least 20 days before the end of the rental period (the day before the rent is due). The day which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required. If a tenant moves out without giving proper notice, the law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

Proper Notice to Leave for Month-to-Month Agreements—Armed Forces Exception. A month-to-month tenancy can be terminated with less than 20 days written notice when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders that do not allow for a 20-day notice. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Violation of Protection Order. A tenant who has given written notice to the landlord that he or she or a household member was a victim of domestic violence, sexual assault or stalking, may immediately terminate a rental agreement when a valid order for protection has been violated or the tenant has notified the appropriate law enforcement officers of the violation. A copy of the order must be made available to the landlord. The tenant must terminate the rental agreement within 90 days of the act or event leading to the protection order or report to appropriate law enforcement. [RCW 59.18.575]

RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 14 days in which to return a deposit, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

Under the law, the rental unit must be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in.

The landlord is in compliance with the law if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 14 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

EVICTIONS

For not paying rent. If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment. [RCW 59.12.030, 59.18.115(5)]

For not complying with the terms of the rental agreement. If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a 10-day notice to comply or move out. If the tenant satisfactorily remedies the situation within that time, the landlord cannot continue the eviction process.

For creating a "waste or nuisance." If a tenant destroys the landlord's property, uses the premises for unlawful activity including gang- or drug-related activities, damages the value of the property or interferes with other tenant's use of the property, the landlord can issue a three-day notice to move out. The tenant must move out after this kind of notice. There is no

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option to stay and correct the problem.

For violations within drug and alcohol free housing.

If a tenant enrolled in a program of recovery in drug and alcohol free housing for less than two years uses, possesses, or shares alcohol or drugs the landlord can give a three-day notice to move out. If the tenant cures the violation within one day, the rental agreement does not terminate. If the tenant fails to remedy the violation within one day, he or she must move out and the rental agreement is terminated. If the tenant engages in substantially the same behavior within six months, the landlord can give a three-day notice to move out and the tenant has no right to cure the subsequent violation.

Notice. In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with the unlawful detainer law (RCW 59.12.040).

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an "unlawful detainer" action. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to move a tenant physically out of a unit is by going through the courts and the sheriff's office.

DESIGNATION OF AN INDIVIDUAL TO ACT ON BEHALF OF A TENANT UPON THE DEATH OF THE TENANT (RCW 59.18.590)

A tenant who is the sole occupant of a dwelling unit can designate a person to act on the tenant's behalf upon the death of the tenant independently or at the request of a landlord. The designation must be in writing separate from any rental agreement. It must include the designated person's name, mailing address, an address used for the receipt of electronic communications, a telephone number, and a signed statement authorizing the landlord in the event of the tenant's death (when the tenant is the sole occupant of the dwelling unit) to allow the designated person to access the tenant's dwelling unit, remove the tenant's property, receive refunds of amounts due to the tenant, and to dispose of the tenant's property consistent with the tenant's last will and testament and any applicable intestate succession law, and a conspicuous statement that the designation remain in effect until it is revoked in writing by the tenant or replaced with a new designation. The designated person's right to act on the behalf of the deceased tenant terminates upon the appointment of a personal representative for the deceased tenant's estate or the identification of a person reasonably claiming to be a successor of the deceased tenant pursuant to law.

ABANDONMENT RELATED TO FAILURE TO PAY RENT [RCW 59.18.310]

Abandonment occurs when a tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of property is less than \$50, the landlord must mail a notice of the sale to the tenant and then wait seven(7) days. Family pictures, keepsakes and personal papers cannot be sold until forty-five (45) days after the landlord mails the notice of abandonment to the tenant.

If the total value of the property is more than \$50, the landlord must mail a notice of the sale to the tenant and then wait forty-five (45) days. Personal papers, family pictures, and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one (1) year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines there had not actually been an abandonment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

Within 14 days of learning of an abandonment, the landlord is responsible for either returning a tenant's deposit or providing a statement of why the deposit is being kept.

See RCW 59.18.310.

This procedure does not apply to the disposition of property of a deceased tenant. See "Abandonment Related to the Death of a Tenant" below.

ABANDONMENT RELATED TO EVICTION [RCW 59.18.312]

When a tenant has been served with a writ of restitution in an eviction action, the tenant will receive written notification of the landlord's responsibilities regarding storing the tenant's property that is left behind after the premises is Information for Tenants Page 11 of 12

vacant. Tenants will be provided with a form to request the landlord store the tenants's property.

A landlord is required to store the tenant's property if the tenant makes a written request for storage within three (3) days of service of the writ of restitution or if the landlord knows that the tenant is a person with a disability that prevents the tenant from making a written request and the tenant has not objected to storage. The written request for storage may be served by personal delivery, or by mailing or faxing to the landlord at the address or fax number identified on the request form provided by the landlord.

After the Writ of Restitution has been executed, the landlord may enter the premises and take possession of any of the tenant's remaining belongings. Without a written request from the tenant, the landlord may choose to store the tenant's property or deposit the tenant's property on the nearest public property. If the landlord chooses to store the tenant's property, whether requested or not, it may not be returned to the tenant until the tenant pays the actual or reasonable costs of moving and storage, whichever is less within thirty (30) days.

If the total value of the property is more than \$100, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After thirty (30) days from the date of the notice, the landlord may sell the property, including personal papers, family pictures, and keepsakes and dispose of any property not sold.

If the total value of the property is \$100 or less, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After seven (7) days from the date of the notice, the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes.

The proceeds from the sale of the property may be applied towards any money owed to the landlord for the actual and reasonable costs of moving and storing of the property, whichever is less. The costs cannot exceed the actual or reasonable costs of moving and storage, whichever is less. If there are additional proceeds, the landlord must keep it for the tenant for one (1) year. If no claim is made by the tenant for the recovery of the additional proceeds within one (1) year, the balance will be treated as abandoned property and deposited with the Washington State Department of Revenue.

See RCW 59.18.312.

ABANDONMENT RELATED TO THE DEATH OF A TENANT (RCW 59.18.595)

When a landlord learns of the death of a tenant who is

the sole occupant of a dwelling unit, the landlord must promptly mail or personally deliver a written notice to any known personal representative, designated person, emergency contact person, or known successor to the tenant. The notice must include the name of the deceased tenant and address of the dwelling unit, the approximate date of the tenant's death, the amount of the monthly rent and the date to which it is paid. The notice must include a statement that the tenancy will terminate 15 days from the date the notice is mailed or personally delivered, or the date through which the rent has been paid, whichever is later, unless during this 15 day period a tenant representative makes arrangements with the landlord to pay rent in advance for no more than 60 days from the date of the tenant's death in order to arrange for the removal of the deceased tenant's property, and that the tenancy will be over at the end of the period for which the rent has been paid. The notice must also include a statement that failure to remove the tenant's property before the tenancy is terminated or ends will permit the landlord to enter the dwelling unit and take possession of any property found on the premises, store it in a reasonably secure place, and charge the actual or reasonable costs, whichever is less, for moving and storage of the property, and that after appropriate notice, sell or dispose of the property as provided for in law. A copy of any designation of a person to act on the deceased tenant's behalf must be attached to the notice.

The landlord must turn over possession of the tenant's property to a tenant representative upon receipt of a written request if this request is made prior to the termination or end of the tenancy, or any other date agreed to by the parties. The tenant representative must provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession and not ownership of the property.

If no tenant representative claims the deceased tenant's property, the landlord must mail a second written notice before selling or disposing of a deceased tenant's property. If a tenant representative has made arrangements to pay rent in advance, the landlord must mail this second notice to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This second notice must include the name, address, and telephone number or contact information for the tenant representative who made arrangements to pay rent in advance, the amount of rent paid in advance, and date through which the rent is paid. The notice must include a statement that the landlord may sell or dispose of the property on or after the date through which the rent is paid or at least 45 days after the second notice is mailed, whichever date comes later, if the tenant representative does not claim or remove the property.

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If the landlord places the property in storage, the landlord must mail a second written notice (if this has not already been done) to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit adress. This notice must include a statement that the landlord may sell or dispose of the property on or after a specified date that is at least 45 days after the second notice is mailed, if the tenant representative does not claim and remove the property.

The landlord must turn over possession of the deceased tenant's property to the tenant representative if a written request is made in a timely manner. The tenant representative must pay the actual or reasonable costs, whichever is less, of any moving and storage of the property, and provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession and not ownership of the property.

If a tenant representative does not contact the landlord or remove the deceased person's property in a timely manner, the landlord may sell or dispose of the stored property, except for personal papers and personal photographs. If the fair market value of the property is more than \$1,000, the landlord must sell the property in a commercially reasonable manner. All unsold property must be disposed of in a reasonable manner. If the value of the stored property is less than \$1,000, the landlord must dispose of the property in a reasonable manner.

The personal papers and photographs that are not claimed by a tenant representative must be retained for 90 days after the sale or disposal of the deceased tenant's property and must either be destroyed or held for benefit of any successor of the deceased tenant.

No landlord or an employee of the landlord may acquire, either directly or indirectly, a deceased tenant's property that is sold or otherwise disposed of. The landlord may apply the proceeds of the sale of the deceased tenant's property toward any money owed to the landlord for the actual and reasonable cost of moving and storing the property, whichever is less. If there is excess income, it must be held by the landlord for one year. If no claim is made on the excess income before the expiration of the one year period, the balance must be deposited with the Washington State Department of Revenue as abandoned property.

The landlord must refund to the tenant representative any unearned rent and give a full and specific statement of the basis for retaining any deposit together with the payment of any refund due to the deceased tenant within 14 days after the removal of the property by the tenant representative.

If a landlord knowingly violates these abandonment provisions, the landlord can be liable to the deceased tenant's estate for actual damages. The prevailing party in any action related to these requirements may recover costs and reasonable attorneys' fees.

RECEIPTS

A landlord must provide a receipt for any payment made in the form of cash by a tenant. Upon the request of a tenant, a landlord must provide a receipt for any payment made by the tenant in a form other than cash. This includes payment for rent, deposits, fees, parking, storage, or any other costs associated with a tenancy. See RCW 59.18.063.

COPIES OF DOCUMENTS

If a checklist describing the physical condition of a rental unit is completed pursuant to RCW 59.18.270, a copy signed by both the landlord and the tenant must be provided to the tenant.

When there is a written rental agreement for a premises, the landlord must provide a fully executed copy to each tenant who signs the agreement. A landlord must provide one free replacement copy of the written agreement if requested by a tenant during the tenancy. See RCW 59.18.065.



RESIDENT ACKNOWLEDGMENT OF RECEIPT OF SEATTLE LANDLORD TENANT LAWS

Resident(s):	Date:
Yingyan Wang and Bradford Medeiros	May 6, 2017
Apartment Address:	
400 Boren Ave North #211, Seattle, WA 98109	

By signing this agreement, the Resident(s): Ying Owner: Radius, of a copy of the "Information for Te			receipt, from
Signed by Yingyan Wang Tue May 9 05:44:52 PM PDT 2017 Key: C85D9C55; IP Address: 24.35.74.39			
Yingyan Wang (Resident)	Date	Bradford Medeiros (Resident)	Date
(Owner/Agent)	Date		