

Occupancy Date:	Unit No:	Base Rent:	Unit Type:	Security Deposit:
First/Last Name:		Phone Number:	Email Address:	

**WASHINGTON STATE APARTMENT LEASE/RENTAL AGREEMENT  
AND SECURITY DEPOSIT RECEIPT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **Alder Haus** (who shall be the Landlord as defined in law) with \_\_\_\_\_ acting as agent on behalf of the landlord and \_\_\_\_\_ (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident" or "Tenant") for rental Premises located at 19309 40<sup>th</sup> Avenue West, Apt \_\_\_\_\_, in the City of Lynnwood, Snohomish County, **Washington** (the "Premises"). The Premises may be a portion of an apartment complex or other larger parcel of land; if so, the larger parcel shall be referred to herein as the Property.

1. **TERM:** The term of this Agreement shall be (check one)
  - a) \_\_\_\_\_ a month-to-month tenancy beginning on \_\_\_\_\_ OR
  - b) \_\_\_\_\_ a Lease for a term of \_\_\_\_\_ beginning \_\_\_\_\_ and ending \_\_\_\_\_. If a Lease for a term greater than one year, have all signatures notarized and attach a legal description of the Property. Upon expiration of the above stated initial term of Lease, this Lease shall automatically be renewed for successive terms of one month each at the rental rate detailed in Section 2, payable on or before the first day of each month. Each party may terminate this lease at the end of the initial term or a successive term by giving written notice at least 20 days prior to the end of the month. If such notice is not given, Tenant will be obligated for the next month's rent as provided by the Washington State Law (RCW59.18).
2. **RENT:** Resident shall pay monthly rent and other charges in the following amounts:

MONTHLY CHARGES	
Base Rent	
Total Monthly Rent	

The total amount set forth above is payable in advance by the 1<sup>st</sup> day of each and every month during said term to Landlord at **19309 40<sup>th</sup> Avenue West, Lynnwood, WA 98036**, or any such other place that the Landlord may from time to time designate. Any rent unpaid by the due date is termed delinquent. Landlord may, at Landlord's option, apply funds received from Resident to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, miscellaneous charges such as parking or storage rental, and past due rent, and current rent. At any time during a month to month tenancy, rent may be increased on 30 days written notice, except for housing cost increases for properties within the Seattle city limits where the increase exceeds 10% annually, which shall require 60 days written notice.

Rent received after 5:00 pm after the 5<sup>th</sup> day of each month shall result in assessment against Resident of a **\$50.00** late payment charge plus **\$5.00** each additional day thereafter that rent has not been paid in full, which shall be considered to be additional rent and must be paid at the time the delinquent rent is paid. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a **\$50.00** returned check fee. Should resident submit a check that is dishonored or returned for insufficient funds, or should Resident offer payment to cure any default such as following receipt of a Pay or Vacate Notice, Resident shall make such payment by cashier's check or money order. If Resident gives Landlord two checks that are returned for nonpayment, all future payments by Resident shall be made by cashier's check or money order. Notwithstanding the foregoing, Landlord may issue a Three Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Landlord shall give a statutory Three (3) Day Notice to Pay Rent or Vacate, or if Landlord shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent, late payment and returned check charges provided for above, the sum of \$50 for preparing and giving notice, which shall be paid by the deadline for compliance with the Notice.

3. **PRO-RATED RENT:** If said Lease begins on other than the first day of the month the rent for the interim period shall be prorated on the calendar basis in the amount of \_\_\_\_\_ due upon signing the lease for the period from \_\_\_\_\_ to \_\_\_\_\_.
4. **DEPOSIT:** Resident agrees to pay the sum of \$ \_\_\_\_\_ as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment utilities, keys and other charges. The deposit shall be kept in a trust with \_\_\_\_\_ who address is \_\_\_\_\_ and city \_\_\_\_\_. Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Landlord. At the conclusion of the tenancy, Resident shall provide Landlord with a single forwarding address to which the deposit accounting and any refund are to be sent. Any refund will be by a single check payable to the individual Resident and they shall apportion any refund among themselves. Landlord's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address within 14 days after termination of this agreement and vacation of the premises, conditioned upon Resident's compliance with this Agreement and the following:
  - A) Resident shall have complied with all the conditions of this Agreement
  - B) Except for charges imposed pursuant to paragraph #4 hereof, Resident shall clean and restore premises to its condition at the commencement of this tenancy as evidenced by the Apartment Inspection Report, which is incorporated herein by reference, less wear and tear from normal usage. Resident agrees that soiling or staining are not wear and tear from normal usage.
  - C) Resident shall return all keys and garage door openers to the manager.
  - D) Resident shall bear the cost to replace or repair missing or damaged property or fixtures provided by the owner.
  - E) Any and all costs incurred by Landlord for cleaning and repairing the Premises shall be the sole responsibility of the Resident. If the premise is carpeted, the Resident shall be charged for carpet cleaning.
  - F) Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges.

Any refund from deposit will be mailed to all Resident(s) with a single check at their last known address (or such single address as they provided for that purpose) within 14 days of vacating the Premises. In the event said refund is returned to Landlord by the post office as undeliverable, Landlord's responsibility for return of said deposit and or statement shall be terminated.

5. **NON-FUNDABLE CHARGES AND/OR PROCESSING FEES:** Resident agrees to pay the sum of \$ \_\_\_\_\_, as an administrative fee which shall be used for resident account set up and administration , which sum shall not be refunded under any circumstances. Landlord may recover from Resident any costs incurred not covered by this fee.

**Resident(s) to initial \_\_\_\_\_**

6. **KEYS:** Tenant acknowledges receipt of 1 key(s) to the apartment, 0 key(s) to the apartment's designated mailbox, and 0 key(s) to the \_\_\_\_\_. Tenant will be charged \$25.00 for each key not returned at the termination of tenancy and \$75.00 for re-keying or repairing each lock for which keys are not returned.
7. **LOCK- OUT FEE:** A lock out fee of \$50.00 is charged to any Resident who locks themselves out of the premises and re-entry is provided by the Landlord. Landlord may, in its sole discretion, dispatch a locksmith to provide residents re-entry. Any and all expense incurred from the locksmith shall be the sole responsibility of the resident.

8. **ADMINISTRATIVE FEE FOR EARLY TERMINATION AND REPAYMENT OF CONCESSION:** In the event that Resident gives notice to terminate tenancy prior to the expiration of the lease term, Resident must pay an administrative fee for early termination equal to two (2) month's rent. Said fee must accompany the "notice to terminate tenancy" in order for the notice to be valid. If Resident should terminate the lease agreement at any time during the initial period of the lease, Resident is liable to repay any concessions they received from the owner, as it is offered on the condition of fulfilling the term of the lease.
9. **PREPAYMENTS:** Resident agrees to make the sum of \_\_\_\_\_. This payment is to be made in the following manner:
1. \_\_\_ A lump sum in the amount of \_\_\_\_\_ to be paid on \_\_\_\_\_.
  2. \_\_\_ Two installments of \_\_\_\_\_ and \_\_\_\_\_ to be paid on \_\_\_\_\_, and \_\_\_\_\_.
  3. \_\_\_ Three installments of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ to be paid on \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

**Resident(s) to Initial:** \_\_\_\_\_

Resident is required to pay any difference between the prepayment and the actual rent due the last month of tenancy. If last month's rent is not used during Resident's last month of tenancy, Landlord may apply last month's rent as a credit towards any unpaid charges, including but not limited to delinquent rent, late fees, returned check fees, and early termination charges.

10. **APPLICATIONS AND SCREENING FEES:** Application and/or screening fees paid prior to commencement of tenancy in the amount of **\$40.00** are non-refundable. Resident authorizes Landlord to obtain supplementary credit reports at any time during and up to one year following Resident's occupancy of the Premises at Landlord's expense. Resident warrants that they have never been convicted of nor pleaded guilty or no contest to a felony (whether or not resulting in a conviction) and that Resident has never been convicted of or pleaded guilty or no contest to a misdemeanor involving sexual misconduct, or a crime against a child (whether or not resulting in a conviction). Resident warrants the accuracy of all Information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate Information on the rental application is a breach of the terms of this Agreement and that Landlord may take legal action to terminate this Agreement in such case.
11. **TERMINATION OF TENANCIES:** Unless paragraph 1(b) governs this Agreement, any notice of termination shall be by written notice of at least twenty (20) days before the end of any monthly period, given by either party to the other. If Resident vacates the premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310. Any notice of termination must provide for the vacation of the premises by all occupants unless otherwise agreed to by Landlord in writing.
12. **DAMAGE:** Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Apartment inspection Report (attach form as required by RCW 59.18.260). Resident shall maintain the Premises in a clean and orderly condition, including but not limited to appliance, plumbing, floor coverings, and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. Resident will bear the cost of any cleaning or repair performed by Landlord to restore the premises to the condition indicated on the attached Property Condition Report, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by Landlord while performing repairs and/or cleaning because of failure to comply with the foregoing. The Apartment Inspection Report will be used to determine the refund of deposit at the end of this tenancy. Resident understands and agrees that any damage cause by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any

other product (except for proper use of Landlord installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing carpeting or padding.

13. **SMOKE DETECTION DEVICES:** It is the responsibility of Resident to maintain all smoke detection devices, including replacement of any batteries. Resident shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Resident failing to comply can be fined up to **\$200.00** in accordance with RCW 48.40.140/WAC 212.10.050. Resident's initials at the end of this paragraph indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement.

**Resident(s) to Initial:** \_\_\_\_\_

14. **USE/ASSIGNMENTS OR SUB-LETTING:** Resident shall not use the premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation. Resident shall not assign this Agreement, sub-let the premises, give accommodation's to any roomers or lodgers, or permit the premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

Changes in occupancy are not permitted without the prior written approval of Landlord at the Landlord's sole discretion. In the event that Resident contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Landlord consents thereto and prepares and revised rental Agreement, which shall be signed by all Residents. Should Landlord agree, as Landlord's sole option, to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy.

15. **UTILITY CHARGES:** Resident agrees to establish use, maintain and pay without delinquency all utilities that are individually metered to the premises including, without limitation, **Electric.** Landlord will be notified by the utility if Resident's account becomes delinquent. In the event any utilities to the Building are not separately metered to the Premises, Resident agrees to pay the Landlord, as additional rent, the amount referenced in paragraph two (2) of this lease agreement. Landlord shall not be liable for the failure of any utility services regardless of whether resident pays Landlord or directly to the utility company for said services.
16. **DELIVERY OF PREMISES:** If for any reason whatsoever Landlord does not deliver possession of the premises on the commencement of the term of this agreement, rent shall be prorated until such time as Landlord tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Resident for damages caused by failure to deliver possession of the premises. If possessions of the premises is not tendered within 10 days of commencement of the term of this Agreement. Resident may terminate this Agreement by giving written notice to Landlord, and monies paid by Resident to Landlord shall be refunded to Resident. Minor repairs and cleaning that remain at the Premises upon commencement of this Agreement are not considered non-delivery.
17. **KEEPING UNIT CLEAN AND NOTIFYING MANAGEMENT OF MOLD, MILDEW, AND FUNGI:** Resident agrees to be responsible for keeping the premises clean and free of any mold, mildew and fungi. Resident agrees that upon the first evidence of any mold-like substance appearing in the unit, to notify landlord immediately (within 48 hours) by leaving a written message with the onsite managers and mailing a certified letter concerning the

problem to AlderHaus/DAS8LLC. Resident further agrees to vacate the premises permanently, without argument, within 48 hours of landlord's request to do so in order for it to investigate and/or remediate any reported conditions.

18. **WAIVER OF INJURY AND DAMAGE CLAIMS:** As additional consideration for Landlord entering into this lease, Resident acknowledges that Resident's every day activities help to promote or allow mold, mildew and fungi to exist and Resident hereby waives and releases any and all rights to bring claims for personal injuries or property damage ever against landlord, its agent and assigns arising out of, resulting from, caused by, contributed by, directly or indirectly, in and way related to mold, mildew or fungi existing at, in or near the leased premises.
19. **PETS AND ANIMALS:** Except for service animals as defined in law, Resident shall maintain no pets or animals (including but not limited to mammals, reptiles, birds, fish, rodents, and insects) upon the premises, nor allow visitors or guests to do so, unless approved by Landlord in writing.
20. **ATTORNEYS FEES/VENUE AND JURISDICTION:** As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred in the event of any action, suit or proceeding which may be instituted to enforce the terms of this Agreement. This Agreement shall be governed by and constructed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District of Superior Court with jurisdiction over the areas in which the premises are located.
21. **NON WAIVER OF BREACH AND SEVERABILITY:** The failure of Landlord to insist upon the strict performance of any term of this Agreement, or to exercise any opinion herein conferred in any one or more instances, shall not be construed to be a waiver of relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. In the event that any one or more of provisions contained in this Agreement shall for any reason be held invalid in any respect, such provisions shall be modified to the extent necessary to make it valid and enforceable and the invalidity shall not affect any other provision of this Agreement, the balance of which shall be construed as if such invalid provision had never been contained herein.
22. **WATER HEATER: PURSUANT TO RCW 19.27:** The State of Washington requires that upon occupancy, the temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has inspected the hot-water heater and to the best of Residents knowledge does not believe it to be set higher than 120 degrees Fahrenheit.
23. **RENTAL PREMISES, STORAGE AND PARKING:** If an apartment, the Premises consist of the interior of the apartment. Regardless of whether they are assigned for Residents use, all exterior access ways, decks, planting areas, patios, parking and storage spaces are common areas of the Property and are not part of the Premises. Whenever Landlord assigns such areas for Residents use, said usage is a license to use in common with Landlord. Landlord may remove items in order to make repairs. All Residents obligations pursuant to this Agreement shall extend to all property common areas including but not limited to storage locker and/or parking space(s). Resident recognizes that his/her storage of any personal property on the Premises is at his/her own risk. Resident hereby recognizes that Landlord and Agent are not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Landlords control.
24. **LIABILITY:** Neither Landlord nor any agent shall be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by other residents of the property or other persons. Residents agrees to indemnify and hold harmless Landlord and Agent(s) from and

against any and all claims for damages to property or person arising from residents use of the premises or from any activity, work or thing done, permitted or suffered by resident in or about the Premises. Landlord or Agent(s) shall not be liable for personal injury or damage or loss of resident's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, earthquake, or earth movement, or other causes whatsoever unless the same is due to the sole gross negligence of Landlord. If any of Landlord's or agent's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Agreement, such employee shall be deemed to be the agent of resident regardless of whether payment is arranged for such service; and resident agrees to indemnify and hold Landlord and agent(s) harmless from all loss suffered by Resident or other person in any of the aforesaid circumstances. Resident understands that Landlord and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited to their ability to provide protection. Residents acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. RESIDENT UNDERSTANDS THAT ANY PROACTIVE STEPS LANDLORD HAS TAKEN ARE NEITHER A GUARANTEE OR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT RESIDENT WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. RESIDENT HAS BEEN INFORMED, UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENTS OWN PERSONAL RESPONSIBILITY. Landlord recommends that Resident obtain renters' insurance to protect Resident's personal property and to cover Resident's liability for Resident's negligence. Resident understands that any insurance that Landlord maintains is not for the benefit of Resident. Resident is responsible for all damage caused on the premises as a result of the negligence of resident, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

25. **LIENS AND SALES:** Landlord may encumber the premises by mortgages, deeds of trust or other financing instruments, and any such instrument so given shall be superior to the rights of resident herein. Foreclosure of any such instrument shall not constitute a constructive eviction of resident and resident agrees to attorn to the purchaser at any such foreclosure or sale as if this Agreement was between resident and such purchaser directly. Any sale of the Premises of the building of which the premises are a part shall not affect this Agreement or any of the obligations of resident hereunder, but upon such sale, the prior owner of the Property shall be released from all obligations hereunder and resident shall look solely to the then owner of the Property for the performance of Landlord's duties hereunder after the date of such sale.
26. **GENERAL TERMS:** No oral agreements have been entered into with respect to this Agreement. The Agreement shall not be modified except by an instrument in writing signed by Landlord. In the event of more than one resident, each resident is jointly and severally liable for each provision of this Agreement. Each resident states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement.
27. **LIMITATION OF RESIDENT MANAGER AUTHORITY:** Tenant is hereby notified that the Resident Manager is limited in his/her authorities. Resident Manager is only authorized to fill in the blanks on the lease form herein and is NOT authorized to make any changes to the body of this lease, or negotiate security deposit refunds upon tenants vacating the premises. Any and all changes must be in writing and agreed to by the Property Manager assigned to the property referenced herein. The Property Manager's contact information is posted at the property. If you are uncertain who to contact regarding your property, please call (206) 890-2348 and ask for the current Property Manager.

**Resident(s) to initial:** \_\_\_\_\_

28. **SEVERABILITY:** If any clause of provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
29. **RESIDENT'S OBLIGATIONS:** Resident agrees as follows:
- A) To pay all rent and other charges promptly when due or assessed, including utilities for which Resident is responsible. Resident agrees to submit to Landlord upon demand, proof that any utilities, assessments or charges have been paid.
  - B) To execute all revised rental agreements upon request;
  - C) To submit all maintenance requests in writing;
  - D) To maintain apartment, entryway and hallway directly in front of the apartment in a clean and sanitary condition at all times;
  - E) To refrain from smoking in the apartment, common areas or any other interior of the building;
  - F) Not to gather or play or allow guests to gather or play near service areas, stairways, hallways, approaches, or dumpsters;
  - G) To maintain the temperature of the premises as such a level to prevent breakage of pipes or other damage to the premises;
  - H) Not to do or keep anything in or about the premises that will increase the present insurance rate thereon. Resident agrees to reimburse Landlord for any increase that might occur for violation of this rule;
  - I) To park vehicles only in parking space assigned to Resident;
  - J) Not to keep portable dishwashers, waterbeds, exercise equipment, electric instruments or pianos in the apartment without express written permission from the Landlord;
  - K) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident; Resident agrees not to store any hazardous material including but not limited to lighter fluid, asbestos, petroleum and petroleum byproducts, old batteries, or paint on the premises or Property.
  - L) To store bicycles in designated storage areas or outdoors only, bicycles are not permitted within the apartment or interior hallways;
  - M) Not to climb the buildings fire escapes or access the roof top unless for an emergency situation;
  - N) Not to use hibachi style barbecues, nor use lighter fluid to start a grill;
  - O) Not to prop open the exterior doors of the building thus violating the security of the building.
  - P) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident's family, invitees, licensee, or any person under Residents control to do so, and agrees to notify Landlord of any such damage that occurs; To repair at Residents expense any damage to the premises caused by Resident's act or neglect within the time period provided by written notice from Landlord requiring such repairs;
  - Q) Except in cases of emergency where no notice is required, to permit Landlord, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice as provided in the Residential Owner-Resident Act and to permit Landlord to show the premises to prospective Residents.
  - R) To permit Landlord to display "for rent" or "for sale" signs at any time during tenancy;
  - S) Resident understands that this tenancy shall terminate at midnight on the last day of occupancy. It is resident's obligation to have the Premises vacant and thoroughly clean by that hour.

- T) Not to install a waterbed or satellite dish without the prior written approval of Landlord. If permission is granted to use a waterbed, resident must obtain an insurance policy to protect Landlord from any damage that may be caused thereby;
- U) Not to make any alterations, additions, painting, or improvements to the premises, nor to change or add additional locks, nor change or add telephone or cable TV jacks, nor install any wires, cables or aerials for radio or television purposes on the roof or other parts of the building without the prior written approval of Landlord. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of the Landlord and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of this improvement and restoration of the premises and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork. Tenants may install satellite dishes only where consistent with our Addendum regarding installation of Satellite Dishes.
- V) To notify Landlord immediately in writing of any necessary repairs or damage to the premises such as leaking pipes, toilets, faucets, etc;
- W) To Comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on the Landlord's prohibition on the use of the Premises for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or well-being of any resident, family member, guest or invitee resident at the Property or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- X) To have no garage, yard or other sales on the Premises or Property, nor to give lessons or tutoring or to have guests visit for any commercial purpose without Landlord's written consent;
- Y) Not to permit any person to occupy the Premises other than those persons identified in paragraph 14. Guests of Resident staying a maximum of 7 days are permitted within any given 4 week period and do not require authorization by Landlord. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$100.
- Z) If applicable, the laundry room shall be cleaned by resident after each use. Laundry facilities shall not be used by nonresident or for commercial purposes. The Laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with inflammable materials or dyeing of clothes in washing machines is permitted;
- AA) Not to throw anything from windows and/or balconies
- BB) To adequately carpet and pad hardwood floors in order to protect the wood and eliminate noise;
- CC) Not to store bicycles or other personal effects in common areas such as halls, stairways, elevator, laundry-rooms, public areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Landlord. Resident hereby waives any claim for damages upon removal of items not properly stored.
- DD) Except as otherwise permitted by law, to display no signs or placards on or about the Premises or Property;
- EE) Resident, family and guests shall have due regard for the peace and enjoyment of other Residents in the Building. The level of noise created by any Resident, within or outside any unit, whether it originates from television, stereo or any other source must be such that it cannot be heard in any other Resident's unit **between the hours of 10 PM and 6 AM.**
- FF) To keep the Premises and Common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.



- GG) To conform to the rules and regulations adopted by Landlord that supplement this Agreement, as the same may be amended by Landlord upon 30 days' written notice. Nothing herein shall be interpreted as authorizing Landlord to increase the rent unless the effective date thereof is at the conclusion of a term lease or as otherwise provided on 30 days' notice pursuant to RCW59.18.140
- HH) Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Landlord proof upon request.
- II) Resident shall not block open or provide access through any security doors, nor shall Resident disable any security device on the Premises;
- JJ) Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without Landlords written consent.
- KK) To notify and deliver to management any legal notice received from any person or governmental agency that relates to the Property.
- LL) Resident shall reimburse Landlord promptly in the amount of the loss, property damage, or cost of repairs or service( including plumbing trouble) caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Landlord. Landlord's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident shall not be deemed a waiver thereof; and Landlord may demand the same at any time.
- MM) In addition to the terms and conditions set forth herein Residents expressly agree, under penalty of damages and reasonable attorney's fees, that he and or she will engage in no conduct or activity, physical or verbal, tending to criticize, challenge, impugn or disrupt the business operations and/or peaceable enjoyment of any other occupant of a commercial or residential rental unit within the complex. In the event this covenant is breached Residents further agree to waive all claims and/or defenses which otherwise might be available under the laws of the State of Washington, including in particular in response to any decision on the part of Landlord to terminate this lease in advance of maturity and cause the immediate vacation of the leased premises upon the giving of due and proper notice as if Residents were occupying as mere month to month tenants.

30. **DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY:** In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Resident's occupancy cannot be continued, Landlord shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Landlord's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Landlord elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and affect. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of the Landlord, incapable of being satisfactorily repaired, then this Agreement shall terminate and Resident shall immediately vacate. In such case, Resident shall pay rent up to the day Resident vacates the Premises.

**31. SUMMARY OF FUNDS:**

ITEM	CHARGE	PAYMENT RECEIVED /CONCESSIONS	BALANCE OWING	DUE DATE FOR UNPAID AMOUNTS
First Month's Rent				
Refundable Security Deposit				
<b>Total</b>				

**OTHER TERMS & CONDITIONS**

Community Manager Agreement supersedes this lease.

Should you fail to complete the entire term of your lease agreement, you will be required to return the entire amount of the concession received.

**32. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT;**

- A) Bedbug Addendum
- B) Crime Free/Drug Free Addendum
- C) Fire Safety and Protection Information
- D) General Liability Insurance Requirement
- E) Lead Paint Booklet
- F) Lead Paint Disclosure
- G) Mold Addendum and Mold FAQ's
- H) New Roommate Addendum
- I) No Smoking Addendum
- J) Parking Agreement
- K) Water Sub Metering Addendum-New

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

## CRIME FREE / DRUG FREE HOUSING ADDENDUM

Apartment Community: Alder Haus

Apartment Address: 19309 40<sup>th</sup> Avenue West, Lynnwood, WA

Resident Name(s): \_\_\_\_\_

In consideration of the execution or renewal of a lease/rental agreement of the dwelling unit identified in the lease/rental agreement, Owner and Resident agree as follows:

1. Resident, any members of the Resident's household, or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near said premises. "Drug-related criminal activity" includes but is not limited to the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 U.S.C. 802)).
2. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near said premises.
3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or another person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE/RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease/rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease/rental agreement, the provisions of the addendum shall govern.
8. This LEASE/RENTAL ADDENDUM is incorporated into the lease/rental agreement executed or renewed this day between Management and Resident.

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)

## BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ "Owner/Agent" and \_\_\_\_\_ "Resident" for the Premises located at \_\_\_\_\_ Unit # \_\_\_\_\_, WA, 98036.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

Resident(s) represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs.

Residents Initials \_\_\_\_\_

Resident agrees to maintain the premises in a manner that prevents the occurrence of bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities.

1. Resident shall practice good housekeeping, including the following:
  - a. Resident shall **remove clutter**. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
  - b. Resident shall **keep the unit clean**. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in an around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
  - c. Resident shall **avoid using secondhand or rental furnishings**, especially beds and mattresses. Used items are often infested with bed bugs. If you must use rented or secondhand items, inspect them carefully, and never accept any items that show signs of bed bugs. Resident shall not bring discarded items from the curbside into the unit.
  - d. Resident shall **cover mattresses and box springs with zippered, vinyl coverings**. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
  - e. Resident shall **arrange furniture to minimize bed bug hiding places**. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
  - f. Resident shall **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guest visit, inspect beds, bedding, and upholstered furniture.
2. Resident shall report any problems immediately. Specifically, Resident shall:
  - a. **Report any signs of bed bugs immediately**. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
  - b. **Report any maintenance needs immediately**. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

3. Resident shall cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bug, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Resident must comply with the recommendations from the pest management professional, including:
  - a. **Removing all bedding** (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
  - b. **Checking mattresses carefully;** those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
  - c. **Emptying dressers, nightstands, and closets.** Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
  - d. **Vacuuming floors,** including inside closets. Pay special attention to corner, cracks, and dark places.
  - e. **Vacuuming all furniture,** including inside drawers and nightstand. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions as well as the undersides of furniture.
  - f. **Carefully removing vacuum bags,** sealing bags in plastic, and discarding.
  - g. **Cleaning all machine-washable bedding, drapes, clothing, etc.** Use the hottest water the machine provides, and dry at the highest heat setting. Take other items to dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
  - h. **Moving furniture towards the center of the room,** so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guests or other persons living in, occupying, or using premises.

The undersigned Resident(s) acknowledges(s) having read and understood the foregoing.

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)

**FIRE SAFETY AND PROTECTION INFORMATION NOTICE**  
**AH ALDER HAUS**

The dwelling unit located at 19309 40t Avenue West, Lynnwood, WA, 98036 has been equipped with smoke detection device(s) as required by RCW 48.4.140. As well as carbon monoxide alarm(s) per RCW 19.27.530.

1. The above described device(s) are: **battery operated**. If battery operated, the unit(s) has been checked and is properly operating at the commencement of tenancy. Under the law, it is the tenant's responsibility to maintain the device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. A fine of not more than TWO HUNDRED DOLLARS is imposed for failure to comply with these provisions of RCW 48.48.140(3). Failure to maintain the smoke detector and/or carbon monoxide alarm is also grounds for termination of tenancy. Additionally, if liability or damages occur because of a tenant's failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Tenant also agrees to test the devices for proper operation once a month and report any malfunctions to the landlord in writing.
2. The subject property **does not** have a fire sprinkler system.
3. The subject property **does not** have a fire alarm system.
4. The subject property **does** have a smoking policy. The smoking policy, if any, has been provided to tenant and tenant's initials acknowledge receipt:  
\_\_\_\_\_ (Initial)
5. The subject property **does not** have an emergency notification plan for its occupants. The emergency notification plan, if any, has been provided to tenant and tenant's initials acknowledge receipt:  
\_\_\_\_\_ (Initial)
6. The subject property **does not** have an emergency relocation plan. The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt:  
\_\_\_\_\_ (Initial)
7. The subject property **does not** have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt:  
\_\_\_\_\_ (Initial)

Apt # \_\_\_\_\_

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)

**ADDENDUM TO LEASE AGREEMENT**  
**GENERAL LIABILITY INSURANCE REQUIREMENT**

Resident agrees to maintain, at Resident’s sole expense during the term of this lease and any subsequent renewal periods, General Liability insurance used by a licensed insurance company.

To fulfill your obligation, you will be required to provide evidence of general liability insurance as a condition of move-in and from time to time as reasonably requested by Landlord. The minimum General Liability coverage level that you must obtain is **\$500,000.00** and must name **Alder Haus 19309 40<sup>th</sup> Avenue West, Lynnwood, WA 98036** as an additionally insured/interested party with 30 days prior notice of cancellation/termination/expiration. Obtaining insurance coverage for the contents of your apartment (for example, furniture or clothes) is not required, but also is available through many carriers. You may choose the insurance company and policy limits that you believe are most appropriate for your situation, provided that the minimum coverage level is satisfied. Written proof of your general liability insurance coverage will be required prior to move-in. You must maintain the minimum required general liability insurance coverage at all times that you are renting an apartment at this property.

The manager of this apartment may have flyers or other promotional materials from some insurance companies, if you would like information about possible insurance carriers. You are welcome to ask for any such materials that may be available. However, you are not required to use any particular company, and may purchase insurance from any company you wish. Owner/Agent does not recommend or warrant any insurance company or its products. The agreement that you enter into with an insurance company to purchase insurance is an agreement between you and that insurance company. Owner/Agent is not a party to such agreements, and assumes no obligations imposed by such agreements.

I understand that I must obtain general liability insurance as described above in order to fulfill the terms of the Lease Agreement and be approved to move into an apartment in this community. I will be enrolled in at least the minimum required insurance by move-in date, and will provide written proof of insurance by that date. I further agree to maintain the minimum required general liability insurance coverage at all times that I am renting an apartment at this property. If I fail to obtain or maintain the required minimum level of general liability insurance, I understand that I would be in breach of a material term of the Lease, and may be subject to a default being declared under the Lease and eviction proceedings.

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)

**TARGET HOUSING RENTAL AGREEMENT/LEASE ADDENDUM  
DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Resident is renting from Owner/Agent the premises located at 19309 40<sup>th</sup> Avenue West, Lynnwood, WA 98036.

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018 (c))**

**Owner's Disclosure or Agent acting on behalf of Owner**

1. Presence of lead-based paint or lead-based paint hazards: Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to the Owner: Owner as no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Resident's Acknowledgement (Initial)**

\_\_\_\_\_ Resident has received copies of all information listed above.

\_\_\_\_\_ Resident has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgement (initial)**

\_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S. C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certificate of Accuracy.**

\_\_\_\_\_ Date (Resident)

\_\_\_\_\_ Date (Owner/Agent)



## MOLD ADDENDUM

Apartment Community: **Alder Haus**

Apartment Address: **19309 40<sup>th</sup> Avenue West, Lynnwood, WA**

Apartment #: \_\_\_\_\_

Date: \_\_\_\_\_

Resident acknowledges that mold can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the resident's apartment, storage, or other rented areas, mildew and mold can grow. It is important for the resident to keep these areas clean and to promptly notify the Landlord of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew, in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the apartment free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Landlord any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to immediately notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to immediately notify the Landlord in writing of any significant mildew or mold growth on surfaces in the apartment.
5. Resident agrees to allow the Landlord to enter the unit to inspect for mold and make necessary repairs.
6. Resident agrees to use bathroom exhaust fans while showering or bathing and to use exhaust fans whenever looking, dishwashing, or cleaning. If the apartment is equipped with an automatic apartment ventilation fan, Resident agrees to not disable or to otherwise adjust the fan settings. Resident also agrees to report to the Landlord any non-working fans.
7. Resident understands that mold can grow on damp surfaces within 24 to 48 hours and agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible.
8. Resident agrees to notify the Landlord of any problems with the heating, ventilating, and/or air conditioning systems.
9. Resident agrees to indemnify and hold harmless the Landlord, and Property Manager, from any actions, claims, losses, damages, and expenses, including but not limited to, attorney's fees that the Landlord may sustain or incur as a result of the negligence of the Resident, including failure to abide by this agreement, or as a result of any other person living, in occupying or using the premises.

***I have read, understand and agree to comply with terms and provisions set forth herein. I understand and agree that this agreement shall become an addendum to my Lease.***

### SIGNATURES

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)

## Frequently Asked Questions About Mold

### What are molds?

With more than 100,000 species in the world, it is no wonder MOLDS CAN BE FOUND EVERYWHERE. Neither animal nor plant, molds are microscopic organisms that produced enzymes to digest organic matter and spores to reproduce. These organisms are part of the fungi kingdom, a realm shared with mushrooms, yeast, and mildews. In nature, mold plays a key role in the decomposition of leaves, wood, and other plant debris. Without mold, we would find ourselves wading neck-deep in dead plant matter. And we wouldn't have great foods and medicines, such as cheese and penicillin. However, problems arise when mold starts digesting organic materials we don't want them to, like our home.

### How do molds grow in my home?

Once mold spores settle in your home, they need moisture to begin growing and digesting whatever they are growing on. There are molds that can grow on wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. When excess moisture or water builds up in your home from say, a leaky roof, high humidity, or flooding, conditions are often ideal for molds. Longstanding moisture or high humidity conditions and mold growth go together. Realistically, there is no way to rid all mold and mold spores from your home; the way to control mold growth is to control moisture.

### How can I be exposed to mold?

When molds are disturbed, their spores may be released into the air. You then can be exposed to the spores through the air then you breathe. Also, if you directly handle moldy materials, you can be exposed to mold and mold spores through contact with your skin. Eating moldy foods or hand-to-mouth contact after handling moldy materials is yet another way you may be exposed.

### How can molds affect my health?

Generally, the majority of common molds are not a concern to someone who is healthy. However, if you have allergies or asthma, you may be sensitive to molds. You may experience skin rash, running nose, eye irritation, cough, congestion, and aggravation of asthma. Also, if you have an immune suppression or underlying lung disease, you may be at increased risk for infections from mold.

### How do I know if I have a mold problem?

You may have seen white thread-like growths or clusters of small black specks along your damp bathroom or basement walls, or smelled a "musty" odor. Seeing and smelling mold is a good indication that you have a mold problem. However, you cannot always rely upon your senses to locate molds. Hidden mold can be growing behind wall coverings or ceiling tiles.

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

### How can I control mold growth in my home?

Fix any moisture problems in your home:

- Stop all water leaks first. Repair leaking roofs and plumbing fixtures. Move water away from concrete slabs and basement walls.

- Increase air circulation within your home, especially along the inside of exterior walls, and ventilate with fresh air from outside. Provide warm air to all areas of the home. Move large objects away from the inside of exterior walls just a few inches to provide good air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Cover earth floors in crawl spaces with heavy plastic.
- Clean and dry water damaged carpets, clothing, bedding, upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly.

### **How do I clean up mold?**

The time you are most likely to stir up spores and be exposed is the very time you are trying to clean up your mold problem. That's when you need to be the most careful. First, try to determine the extent of the mold infestation. If the area is small and well defined, clean up can be done by you, as long as you are free of any health symptoms or allergies. However, if the mold problem is extensive, such as between the walls or under the floors, you should leave clean up to a professional.

#### **Large Areas**

1. Consider having a professional clean up the area. To find a professional, check under: "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
2. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should use an OSHA (Occupational Safety and Health Administration) approved particle mask.
3. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
4. Remove all your furnishings to a neutral area to be cleaned later. Follow cleaning directions below.
5. Bag all moldy materials you will be discarding.
6. Scrub all affected hard surfaces.
  - a. First with a mild detergent solution, such as laundry detergent and warm water.
  - b. (optional step) Then use a solution of ½ cup bleach to one quarter of water. Wait 20 minutes and repeat. Wait another 20 minutes.
  - c. Last, apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
7. Give the entire area a good cleaning. Vacuum floors, and wash bedding and clothes if exposed.

#### **Small Areas**

1. Protect yourself by using goggles, gloves, and breathing protection while working in the area. For small isolated areas of mold growth, a cotton dust mask should do.
2. Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Cover all your furniture. Open a window before you start clean up.
3. Bag all moldy materials you will be discarding.
4. Scrub all affected hard surfaces.
  - a. First with a mild detergent solution, such as laundry detergent and warm water.
  - b. (optional step) Then use a solution of ½ cup bleach to one quarter of water. Wait 20 minutes and repeat. Wait another 20 minutes.
  - c. Last, apply a borate-based detergent solution and do not rinse. This will help prevent mold from growing again. To find a borate-based detergent, read the ingredients listed on the package label for borates.
5. Give the entire area a good cleaning, vacuum floors, and wash bedding and clothes if exposed.

**Clean all furnishings exposed to mold.**

<b>Permeable and washable:</b>	Such as clothing, bedding, and other washable articles. Simply run through the laundry.
<b>Non-permeable and washable</b>	Such as wood, metal, plastic, glass, and ceramics. Mix a solution of lukewarm water and laundry detergent, and wipe down your articles.
<b>Permeable but not washable</b>	Such as beds and furniture. If these furnishings are moldy, you should consider discarding and replacing them. If you decide it is a keeper, take the furnishing outside. Give it a good vacuuming, and let it air out. When finished, if you do not notice an odor it should be okay. However, watch for any mold growth or health problems.

**I have read, understand and have received a copy of the above Mold Information.**

**SIGNATURES**

\_\_\_\_\_

Date (Resident)

## NEW ROOMMATE ADDENDUM

IN REFERENCE TO THAT CERTAIN RENTAL AGREEMENT dated \_\_\_\_\_ between **AH Alder Haus** and for apartment number \_\_\_\_\_ located at **19309 40<sup>th</sup> Avenue West, Lynnwood, WA 98036**.

I \_\_\_\_\_ hereby agree to accept tenancy under the terms and conditions set forth in the above referenced Rental Agreement including any Addendum or Attachment thereto, if any, including but not limited to the apartment inspection report completed by the original Tenant(s) at the commencement of the Rental Agreement.

The New Tenant hereby acknowledges that he/she has received from the Existing Tenants and thoroughly reviewed a copy of the Rental Agreement and any attachments thereto. This includes but is not limited to the "Rules and Regulations," Apartment Inspection Report," "Landlord/Tenant Laws" as prepared by the City of Lynnwood and a copy of this "Addendum."

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)

## NO SMOKING ADDENDUM

Date	Property Name/Number: Alder Haus	Unit Number
------	-------------------------------------	-------------

Resident Name(s)

Due to the increased risk of fire, increased maintenance costs, and the possible health effects of second-hand smoke, Landlord is adopting the following No-Smoking Policy which covers all of the Property (defined below). The following terms, conditions and rules are hereby incorporated into the Rental Agreement.

- 1. PROPERTY SUBJECT TO NO-SMOKING POLICY (Check paragraph that applies):**  
 \_\_\_\_\_ The whole property is no-smoking including but not limited to all buildings, dwelling units, porches, patios, balconies, yards, garages, parking areas and other common areas (collectively the "Property").
- 2. DEFINITION OF SMOKING.** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.
- 3. NO-SMOKING PROPERTY.**
  - a. (Complete Complex) Resident agrees and acknowledges that the Property has been designated as a no-smoking living environment. Resident agrees they will not smoke anywhere on the Property or adjacent to and within 25 feet of any portion of the Property. Resident will not permit any guests or visitors of Resident to do so.
  - b. Resident agrees to inform all of their guests or visitors of the No-Smoking Policy and to require any guest or visitor who violates the Policy to leave. Resident is responsible for the actions of their guests and visitors.
  - c. (Washington State). Washington law prohibits smoking in any space "open to the public" such as the rental office of the Property. Resident agrees to comply with this law and require their guests and visitors to comply also.
- 4. LANDLORD NOT A GUARANTOR OF SMOKE FREE ENVIRONMENT.** Resident acknowledges that Landlord's adoption of a No-Smoking Policy, and the efforts to designate all or some of the Property as non-smoking do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the non-smoking portions of the Property. However, Landlord will take reasonable steps to enforce the No-Smoking Policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the responsible Resident.
- 5. LANDLORD DISCLAIMER.** Resident acknowledges that Landlord's adoption of a non-smoking living environment and the efforts to designate all or portions of the Property as non-smoking does not in any way change the standard of care that the Landlord has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Resident's guests. Residents with respiratory ailments, allergies or other conditions relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the rental agreement.
- 6. EFFECT ON CURRENT RESIDENT.** Resident acknowledges that current Residents residing on the Property under leases/rental agreements signed prior to adoption of this No-Smoking Policy may not be immediately subject to this No-Smoking Policy. As current Residents move out, have current leases expire, or enter into new leases/rental agreements, the No-Smoking Policy will become effective for them and their guests.
- 7. EFFECT OF BREACH.** Resident understands and agrees with the conditions of this Addendum and that failure to adhere to any of the conditions of this Addendum will constitute both a material non-compliance with the rental agreement and a serious violation of the Rental Agreement. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)

**WATER SUB-METERING ADDENDUM  
ADDENDUM TO RENTAL AGREEMENT**

1. Resident shall be directly responsible for the cost of all utility services including, but not limited to water and sewer ("water bill"). Utility service shall be provided directly from a utility provider or in the sole discretion of the Lessor on a sub-metering or other allocation basis from a billing service provider designated by the Lessor **(MINOL USA)**.
2. Resident agrees to pay all charges assessed by the utility provider, or to Landlord in the case of utilities billed to Resident by Landlord, in connection with Resident's use of utilities. For sub-metered apartment units, the charges shall include the previous month's actual water/sewer consumption at the rate imposed by the utility provider from the community during the billing period. The charges shall further include a nominal administration fee of **\$3.25** per month, which shall be included in each water bill and which may be adjusted from time to time upon providing thirty (30) day's notice.
3. Lessor may modify the method by which water/sewer is furnished and billed to the Resident during the term of this lease. In the event the Lessor determines to modify the provision or billing of utility services to the community, Lessor shall give Resident not less than thirty (30) days written notice of such modification.
4. Payment of the "water bill" is pursuant to the terms and conditions set forth on the bill unless otherwise provided. Resident agrees to pay Lessor's billing service provider and shall submit payment in a timely manner to the billing address set forth on the bill. Delinquent payments shall be charged a penalty of **\$7.50**. Any and all charges or fees which may be incurred by Resident as a result of Resident's delinquent payment shall be incurred by Resident. If Resident breaches the lease, Resident will be responsible for all water/sewer charges through the time it takes for Lessor to retake possession of the unit, regardless of whether Resident is still occupying the unit.
5. Any unpaid "water bill" at the time Resident vacates the unit and Resident's final "water bill" shall be deducted from the security deposit being held by Lessor under the Lease Agreement.
6. Any delinquent payment of the "water bill" shall be considered a default under the Lease to the same extent and with the same remedies to the Lessor as if Resident has been delinquent in the Resident's payment of rent including but not limited to, the right to bring a summary proceeding for eviction against Resident. All payments received by Lessor shall first be applied to any unpaid utilities including water/sewer and the remaining balance shall be applied towards rent.

TENANT HERBY AGREES TO PAY FOR MONTHLY SOLID WASTE CHARGES AS BILLED BY THE BILLING ENTITY, WHICH SHALL BE CALCULATED BASED UPON ONE OR MORE OF THE FOLLOWING (CHECK ALL THAT APPLY)

- FLAT RATE
- PER UNIT
- PER OCCUPANT

\_\_\_\_\_  
Date (Resident)

\_\_\_\_\_  
Date (Owner/Agent)