

RESIDENTIAL RENTAL AGREEMENT/SECURITY DEPOSIT RECEIPT

THIS AGREEMENT made this 29th day of April, 2011 between Tahn Associates (hereinafter called "Landlord") and Holly George, Stephanie Haire, Colleen Taylor, Katharine ~~Korfus~~ ^{Kurfurst}, Annie Chung, Blayne Berryman, Fausto Rivera (regardless of number, hereinafter called "Tenant"), for rental Property located at 4257 9th Ave NE, in the City of Seattle, King County, Washington 98105.

1. **TERM:** The term of this Agreement shall be for a term of 12 months beginning the 1st day of September, 2011, ending the 31st day of August, 2012. Upon the expiration of the term hereof (check one) this Agreement shall revert to a month-to-month tenancy on the same terms and conditions as this Agreement except as may be amended by Landlord upon Thirty days' Written notice, (or) X this Agreement shall terminate and all Tenant's rights to occupy the premises shall cease without right to extend the term hereof.

2. **RENT:** Tenant shall pay monthly rent in the amount of Three Thousand Two Hundred Dollars (\$3200.00), payable in advance by the 1st day of each and every month during said term to Landlord at P.O. Box 75556, Seattle, Washington 98175, or any such other place that the Landlord may from time to time designate. Any rent unpaid by the due date is termed delinquent.

Without waiver of any rights or claims arising out of delinquent rent, including but not limited to issuance of a Three Day Notice to Pay Rent or Vacate immediately upon any rent delinquency, rent received on or after the 3rd of each month shall result in assessment against Tenant of a \$30 late payment charge plus \$10 each additional day thereafter rent remains delinquent. The late payment charge must be paid at the time the delinquent rent is paid. Any dishonored check shall be treated as rent unpaid and shall be subject to the afore mentioned late payment charge, plus a \$25 fee for special handling. Should Tenant submit a check which is dishonored or returned for insufficient funds, Tenant shall make any payment curing the default by cash or certified check.

If for reason of non-payment of rent the 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 of seq. or RCW 59.18 eq seq., Tenant agree to pay in addition to the delinquent rent and late payment charges provide for above, the sum of \$50 for preparing and giving the notice.

3. **DEPOSIT:** Tenant agrees to pay the sum of \$3200.00 as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. Tenant agrees the sum shall be deposited by Landlord in a trust account with Bank of America, who address is Northgate Plaza.

The deposit does not limit Landlord's rights or Tenant's obligations hereunder. Tenant understand that all or a portion of the deposit may be retained by Landlord upon termination of tenancy and that a refund of any portion of the Deposit to the Tenant is conditioned as follows:

- a) Tenant shall have complied with all the conditions of this Agreement.
- b) Tenant shall occupy the Premises 12 months or longer, unless Landlord increased the monthly rent during the first months of this Agreement
- c) If no cleaning charge is paid pursuant to paragraph #4 hereof, Tenant shall clean and restore the premise to its condition at the commencement of this tenancy as evidenced by the Inspection Checklist, which shall be considered a portion of this Agreement, less wear and tear from normal usage. Tenant agrees that soilage is not wear and tear from normal usage and agrees to professionally shampoo carpets and dry-clean drapes, as part of the cleaning and restoring the premise to its condition at the commencement of this tenancy.
- d) Tenant shall replace or repair any missing or damages personal property provided by the owner.
- e) If occupancy by Tenant is for less than a 12 month period, Tenant will be liable for the cost of any required painting, which shall be deducted from the deposit. Landlord and Tenant agree that the cost of said painting is \$200.00
- f) Labor for cleaning and repairing the premises shall be at the rate of \$25 per hour, excepting labor performed by parties other than Landlord or agent.

4. **NON-REFUNDABLE CARPET CLEANING CHARGE:** Tenant agrees to pay the sum of \$, as a carpet cleaning charge, which sum shall not be refunded under any circumstances, Landlord shall have the right to proceed against Tenant to recover other costs for cleaning, painting, or repairs to the premises and replacement of lost or missing personal property, for which tenant is responsible, which exceed the amount of security deposit and/or cleaning charge.

5. **DAMAGE:** Tenant accepts the premises in its present condition and shall maintain the premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings and all personal property provided by Landlord, throughout the term of this Agreement and upon surrendering the premises to Landlord. It is the responsibility of Tenant to maintain all smoke detectors in operating condition. This provision shall not be construed as a waiver by Tenant of his or her legal rights.

6. **APPLIANCES:** The Landlord will be responsible for repair of Appliances supplied, unless damages is caused by Tenants neglect or malicious act.

7. **PLUMBING:** Resident shall be responsible for ensuring that all plumbing used by Resident flows freely and for any cost of clearing (other than structural reason, which is Landlord's responsibility). Residents shall not place anything in sink or bath drains other than water and in toilets, nothing other than water, human excrement and toilet paper. Resident shall not flush tampons (whether or not the box says they are toilet disposable), hair, Kleenex, food, paper towels, cat litter, etc. down the toilets.

8. **ASSIGNMENTS OR SUB-LETTING:** Tenant shall not assign this Agreement, sub-let the premises, give accommodations to any roomers or lodgers, or permit the premises to be used for any purpose other than as a private dwelling for the following named persons, Holly George, Stephanie Haire, Colleen Taylor, Katharine ~~Korfus~~ ^{Kurfurst}, Annie Chung, Blayne Berryman, Fausto Rivera. All changes in occupancy require written approval of Landlord. In the event that Tenant contemplate a change in occupants or marital status during the term of this Agreement, a new rental Agreement shall be drawn and signed by all occupants.

9. **UTILITY CHARGES:** Tenant agrees to pay all utilities, including but not limited to electricity, garbage, sewer, water, gas, natural gas, oil, and cable television used in or charged against the premises during the term of this agreement except: Tenants are Responsible for All Utility Usage Charge

10. **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 Tenant for damages caused by failure to deliver possession of the premises. If possession of the premises is not tendered within 10 days of the commencement of the term of this Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any deposit paid by Tenant to Landlord shall be refunded to Tenant.

11. **PETS AND ANIMALS:** Tenant shall not maintain any pets or animals upon the premises, nor allow visitors or guest to maintain pets or animals without the prior written consent of the Landlord, other than: No Pet

12. **ATTORNEYS FEES:** In the event any action, suit or proceeding is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred. This Agreement shall be governed by and construed 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 or Superior Court with jurisdiction over the area in which the premises are located.

13. **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 option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such term or Agreement but shall same be and 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 effect any other provision of this Agreement, the balance of which shall be construed as if such invalid provision had never been contained herein.

14. **MEDIATION/ARBITRATION OF DISPUTES:** If a dispute arise between Landlord and Tenant as to the terms, conditions, or performance of this Agreement, other than the judicial enforcement of any notice given by Landlord to Tenant pursuant to RCW 59.12.040, instead of going to court, Landlord and Tenant agree to mediate the dispute through the Landlord-Tenant Coalition or other neutral third party. The purpose of this arbitration agreement is to provide as inexpensive and effective manner for Landlord and Tenant to resolve any problem between themselves.

15. **WATER HEATER:** The State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than a 120 degrees Fahrenheit. Tenant acknowledges that, if accessible, Tenant has inspected the hot-water heater and to the best of Tenant's knowledge does not believe it to be set higher than 120 degrees Fahrenheit.

16. **STORAGE AND PARKING:** The premises let pursuant to this Agreement include parking space _____ and storage locker _____. All Tenant's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). If Tenant elects to store personal property on the premises, Tenant recognizes that he or she does so at his or her own risk, and hereby release Landlord and agent from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reason.

17. **INSURANCE ON PERSONAL PROPERTY:** Landlord recommends that Tenant obtain renter's insurance, as the Landlord is not liable for any loss or damage to Tenant's personal property. Tenant recognizes that he or she is responsible for all damage caused the premises, including glass breakage, and shall be responsible for replacement thereof, regardless of whether the breakage or damage was caused voluntarily, involuntarily, from vandalism, or from malicious mischief.

18. **TENANT'S OBLIGATIONS:** Tenant agrees as follows:

- a) To pay all rent and other charges promptly when due or assessed, including utilities for which Tenant is responsible. Tenant agrees to submit to Landlord upon demand, proof that any utilities, assessments or charges have been paid;
- b) Tenancy shall terminate at 11:00 p.m. on the last day of tenancy. It is Tenant's obligation to have the unit vacant and thoroughly cleaned by that hour;
- c) To keep the premises in a clean and sanitary condition;
- d) Not to do or keep anything in or about the premises which will increase the present insurance rate thereon. Tenant agrees to reimburse Landlord for any increase that might occur for violation of this rule;
- e) To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation caused by Tenants;
- f) Not to intentionally or negligently destroy, deface, damage, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, furnishings, locks and appliances, or permit any member of Tenant's family, invitee, licensee, or any person under Tenant's control to do so, and agrees to notify Landlord of any such damage that occurs;
- g) To repair at Tenant's expense any damage to the premise caused by Tenant's acts or neglect within the time period provided by written notice from Landlord requiring such repairs;
- h) To permit Landlord, his or her agents, employees, or representatives to enter the premises at reasonable times after notice as provided in the Residential Landlord-Tenant Act;
- i) To permit Landlord to show the premises to prospective Tenants after notice as required by the Residential Landlord-Tenant Act;
- j) To permit Landlord to display "for rent" or "for sale" signs at any time during a tenancy;
- k) Not to install a water bed without the prior written approval of Landlord; if permission is granted to use a waterbed, Tenant shall obtain an insurance policy to protect Landlord from any damage which may be caused thereby.
- l) Not to make any alterations, additions, painting or improvements to the premises, including changing or adding additional door locks, without the prior

written approval of Landlord. In the event such consent is given, all such alterations, additions or improvements shall be made at the sole expense of Tenant and shall become the property of Landlord. They shall remain in and be surrendered with the premises as a part thereof at the termination of this Agreement.

- m) To notify Landlord immediately in writing of any necessary repairs or damage to the premises;
- n) To conform to the rules and regulations adopted by Landlord which supplement this Agreement. Landlord's rules and regulations may be modified upon 30 days' written notice;
- o) To comply with all laws and ordinances and the directions of all proper officers in relation thereto;
- p) To comply with all pool and/or recreation facility rules as posted;
- q) Not to install any wires, cables or serials for radio or television purposes on the roof or other parts of the building without written permission by Landlord.
- r) If applicable, the laundry room shall be cleaned after each use. Laundry facilities shall not be used by non-tenants or for take-in laundry for income.
- s) Not to throw anything from windows and/or balconies;
- t) Not to use tacks, nails or adhesive holders on walls or woodwork without written permission of Landlord. Damage resulting from any violation must be paid by Tenant.
- u) Not to permit unauthorized occupants on the premises. Tenant may have guests stay a maximum of 7 Days without authorization by Landlord. When authorized in writing by Landlord, additional occupants shall be subject to a per day charge of \$ 25.00.
- v) Not to store bicycles or other personal effects in halls, stairways, laundry-room, or other public areas, other than those specifically designated by Landlord;
- w) To maintain smoke detection devices, including replacement of batteries, if applicable. Any Tenant failing to comply can be fined up to \$200.00 in accordance with RCW 48.40.140 and WAC 212/10;

If the dwelling which is the subject of this Agreement is a single family residence, or if by agreement of Landlord and Tenant the dwelling is of such a type to require additional obligations of Tenant as acknowledged herein (Landlord's / Agent's initial DC Tenants' initials CT, H, SH, KK, BB, AK, HP

the following shall also apply;

- a) To prove and maintain receptacles for garbage and trash, and to contract for collection of the same;
- b) To mow and water the grass and lawn, and keep the grass, lawn, flowers and shrubbery in good order and condition, and to keep the sidewalks or path surrounding the premises free and clear of all obstructions, snow and ice;
- c) To use due precaution against freezing of water pipes and waste pipes and stoppage of same in and about the premises. In the event the water pipes or waste pipes are frozen or become clogged by reason of neglect of Tenant, Tenant agrees to repair same at Tenant's expense, as well as all damage caused thereby.

19. **DESTRUCTION OF PREMISES:** If the premises are destroyed or damaged by fire, the elements, or other causes to an extent rendering the same untenable, the term of this agreement shall cease, without liability of either party to the other for termination of this tenancy.

20. **TERMINATION OF TENANCIES:** If this is a month-to-month tenancy, termination shall be by written notice of at least twenty (20) days before the end of any monthly rent 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 by 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.

21. **SUMMARY OF FUNDS RECEIVED:**

Items	Charge	Payment	Owing
First months rent	3200.00		
Last months rent (if applicable)			
Non-refundable fees			
Security deposit	3200.00		
Total	6400.00		

22. **ADDITIONAL TERMS OR AGREEMENTS:** # of Keys Given: 7 Entrance Keys, X Bedroom Keys, 0 Mailbox Keys. All Keys shall be return at the end of the lease. There is a \$25.00 per key charge for lost or unreturned keys.

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

Landlord: Tahn Associates

By Landlord, Manager or Agent: [Signature]

Tenant(s): [Signatures: Holly George, Stephanie Ainsie, Kristin Anpro, J. Smith]
10/20/11

**STATEMENT OF CONDITION
AND CLEANLINESS AND EXISTING
DAMAGE TO PREMISES AND FURNISHINGS**

The premises contain the following defects, damages and physical conditions at the commencement of the tenants' occupancy:

1. Walls: NAIL & SCREW HOLES

2. Floors: SCRACHES

3. Countertops: ONE POT BURN MARK

4. Carpets: BSMT BR#1 CARPET STAINS, CARPET IS DAMAGED
BR #4 CARPET STAINS

5. Drapes:

6. Windows: ONE CRACKED GLASS 5"*10" IN DINING ROOM.
2" CORNER CRACK ON MAIN FLOOR BATHROOM WINDOW.
BSMT BR #1 TWO CRACKED WINDOW GLASS.
7. Doors: BSMT BR #1 MISSING CLOSET DOOR.
BSMT FURNACE DOOR IS DAMAGED, HALLWAY CLOSET DOOR DAMAGED
~~BSMT BR #3 DOOR OFF TRACK. (FIXED)~~
8. Furniture:

9. Appliances: REFRIGERATOR DOOR SHELF TWO RAILS BROKEN
CRACKS ON SHELVES.

10. Plumbing, heating, electrical:

11. Yard, plants, shrubbery:

12. Other: ~~BSMT SMOKE DETECTORS DOESN'T HAVE BATTERY. (FIXED)~~
~~2 DAMAGED SMOKE DETECTORS (FIXED)~~

Dated: 09/11/2009

I acknowledge receipt of a copy hereof.

Landlord

Tenant(s)

By _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) PC Lessee has received copies of all information listed above.

(d) PC Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Tahn Associates</u>	<u>04/29/2011</u>	<u>Holly George</u>	<u>04/29/11</u>
Lessor	Date	Lessee	Date
<u>[Signature]</u>	<u>04/29/11</u>	<u>Stephan Gai</u>	<u>4/29/11</u>
Lessee	Date	Lessee	Date
<u>[Signature]</u>	<u>04/29/2011</u>	<u>[Signature]</u>	<u>29/4/11</u>
Agent	Date	Lessee	Date
<u>[Signature]</u>	<u>10/20/11</u>		

[Signature] 5/7/11
 Lessee
Blayne Seaman 5/7/11
 Lessor

Acknowledgement of Pamphlet Reception

Lessee's Acknowledgement (initial)

- a) Lead Pamphlet. HG, SH, KK, LT, AC, BB, JR
- b) Mold Pamphlet. HG, SH, KK, LT, AC, BB, JR
- c) Code Compliance CAM 604 HG, SH, KK, LT, AC, BB, JR
(Seattle Laws on Property Owner and Tenant Rights and Responsibilities)
- d) Code Compliance CAM 607 HG, SH, KK, LT, AC, BB, JR
(Seattle's Rental Agreement Regulation Ordinance)

Meter Reading

	<u>Meter Number</u>	<u>Reading</u>	<u>Date Read</u>
Gas:	_____	_____	_____
Electric:	_____	_____	_____
Water:	_____	_____	_____
Garbage Can Size:	(13 gal, 18 gal, 32 gal, 64 gal, 96 gal)		
Food Scrap/Yard Waste Service:	(13 gal, 32 gal, 96 gal) Requires One Year Commitment.		
Transfer Name:	_____		

Landlord / Agent Initial DC Tenant Initial HG, SH, LT, KK, AC, BB, JR Page 5