

Bella Sonoma Apts Washington Rental Agreement

The undersigned tenant **Michael Laham Elana Laham** (hereinafter called Resident) has on **05/01/2007** rented from the owner throughout his/her Agent, The American Management Services Northwest LLC, (hereinafter referred to as Landlord) the premises known as Apartment Number **30-203** (hereinafter called Apartment) in the Apartment Community known as **Bella Sonoma Apts** located at **2301 62nd Avenue East** in the City of **Fife**, County of **Pierce** beginning on the **06/01/2007** on a month to month Residency upon the following terms and conditions.

1. The rental for the period of **05/21/2007 to 05/31/2007**, the prorated end date, is **\$315.81**. Thereafter, the monthly rental of said apartment which Resident agrees to pay is **\$890.00** such interest is made through the Landlord during the term of the lease from Landlord's deposit and trust account of Resident's security deposit. The rent will be payable in advance on the first day of each calendar month to the American Management Services Northwest LLC, or to such other place as the Landlord may designate. In the event the rent shall commence on any day other than the first day of the calendar month, the rent shall be collected from date of commencement to include the last day of the month, after which time all rent shall be due and payable on the first day of each succeeding calendar month. Each monthly rental term thereafter, shall commence on the first day of the calendar month. Resident understands he/she receives no rent reductions, adjustments or compensation due to repairs or interruptions of service except as provided by law.

1.1 In addition to the rental for the aforesaid Apartment, Resident shall pay for Carport/Garage in the amount of **\$00.00** per month. Failure to pay this additional rent shall be grounds for the eviction of Resident, the revocation of Resident's rights to use these additional facilities, and/or the removal of all improperly parked vehicles, or the exercise by Landlord of any other rights or remedies authorized by law. Resident shall not perform or cause to be performed any repairs to motor vehicles in the confines of the Apartment Property. Resident shall be responsible for any damage to the pavement due to dripping oil and gasoline from such motor vehicle. No inoperable vehicle or vehicles under repair may be parked on premises.

1.2 Rent charged Resident of this Agreement is based in part upon the cost of Apartment turnover and reconditioning. In an effort to keep such costs to a minimum, in the event that this Agreement is terminated by Resident or by Landlord for cause less than **6** months after the beginning date, Resident shall pay to Landlord as liquidated damages and not as a penalty fee of **\$1190.00**.

2. PAYMENT

Resident understands that the total rent is due and payable on the first of each month. A **\$25.00** nonrefundable fee in addition to the full amount of rent owed will be charged for a check returned from Resident's bank for any reason. Thereafter, Resident's rent is due and payable by money order or cashier's check only. A **\$50.00** nonrefundable late fee will be charged for rent paid after the fifth (5th) of the month plus **\$5.00** per day after the sixth (6th) until rent is paid in full. Additionally, a **\$25.00** nonrefundable notice fee will be charged for service of a three-day notice to pay rent or vacate.

3. UTILITIES

In addition to the rent, Resident shall pay for all public utilities charged against the apartment, except **None**.

4. SAFETY AND PERSONAL PROTECTION

Landlord has made no warranty or representation to Resident, resident's family, agents, invitees, employees, or servants that it has taken or has agreed to undertake any particular measures to prevent damage or losses to persons or property. Resident understands that Landlord and its legal representatives do not guarantee, warrant, or assure resident's safety and/or personal security and that Landlord is limited in its ability to provide such protection. Residents acknowledge that security devices or measures may fail or be thwarted intentionally or unintentionally by third parties, criminals, or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and that Resident should take appropriate steps to 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 NOR A WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT RESIDENT WILL BE FREE FROM THE CRIMINAL OR VIOLENT TENDENCIES OF THIRD PERSONS. RESIDENT HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENT'S OWN PERSONAL RESPONSIBILITY.

5. ASSIGNMENT

Resident shall not assign this Agreement nor sub-let the Apartment or make any part thereof without the written consent of Landlord. Resident shall not accept a roommate without the prior written consent of the Landlord.

6. ALTERATIONS

Resident agrees to do no painting or any decorating in the Apartment, or make any alterations, changes or additions to the premises or the fixtures, locks or wiring without the written consent of the Landlord. The Apartment must be returned to its original condition upon move out at Resident's expense.

7. USE

PLEASE LIST ALL APARTMENT HOME OCCUPANTS

Michael Laham Elana Laham

The apartment shall be used as a residence, with no more than the above listed occupants, as a private dwelling Apartment and for no other purpose. Any additional adult taking up residency in the apartment shall execute a Rental Agreement and shall not occupy the Apartment until the Rental Agreement is accepted by Landlord. For each additional occupant there will be a monthly penalty fee of **\$50.00**. Failure to pay this additional fee and/or the failure of additional Residents to execute a Rental Agreement shall constitute a breach of this Apartment Rental Agreement. A guest staying over one week will be considered a Resident.

8. MAINTENANCE

Resident shall keep clean any assigned storage areas or mutually used parking area. Resident shall maintain the Apartment including its furnishings, appliances, floor covering, draperies and patio in good order and in a clean and sanitary condition.

9. ACCESS

Resident shall allow Landlord access at all reasonable times to said Apartment for the purposes of inspection or to show said Apartment to prospective purchasers, mortgagees, or any other person having a legitimate interest therein, or to make necessary repairs or improvements. Landlord shall, whenever practicable, give the Resident two (2) days prior notice of his/her intention to enter the Apartment. Resident agrees that in case of an emergency or abandonment the Landlord may enter the Apartment without the consent of the Resident.

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10. RE-RENTING

Resident agrees that Landlord shall have the right to show said Apartment to prospective residents at reasonable times for a period of twenty (20) days prior to the expiration of residency. Landlord shall, whenever practicable, give the Resident two (2) days prior notice of his/her intention to enter the Apartment.

11. GOVERNMENTAL REGULATIONS

Resident shall comply with all laws, ordinances, public rules and governmental regulations applicable to said Apartment or the use thereof.

12. ATTORNEY'S FEES

Resident agrees to pay all costs, expenses, and attorney's fees, expended or incurred by Landlord by reason of any default or breach by Resident of any of the terms of this Agreement.

13. NOTICE TO VACATE

Resident understands Washington State Law requires that to terminate residency, twenty (20) days written notice must be given to Landlord or to Resident by Landlord prior to the end of the monthly term. Resident agrees that if he/she remains in possession of said unit after date of intention to vacate, he/she will pay a daily rental of \$50.00 thereafter.

14. DEPOSIT

Resident agrees to pay sum of \$0.00 as a Security Deposit for the performance of Resident's obligations hereunder. This Deposit does not limit Landlord's rights or Resident's obligations. Resident agrees the sum shall be deposited by the Landlord in the Landlord's trust account with Bank of America whose address is Seattle, WA or such other depository as the Landlord or his/her successor may identify to the Resident. Resident understands that Landlord may hold Deposit money in an interest bearing account and retain any interest money earned as allowed by State Law. Resident understands that all or a portion of the Deposit may be retained by the Landlord upon termination of the tenancy and that a refund of any portion of Deposit to the Resident is conditioned as follows:

14.1 Resident shall comply with all of the conditions of the Agreement.

14.2 Resident shall occupy the Apartment for 6 months or longer.

14.3 Resident shall clean and restore Apartment to its condition at the commencement of this residency as evidenced by the Move In/Move Out Report completed at move in less wear and tear from normal usage. Resident agrees that soilage is not wear and tear from normal usage and agrees to professionally shampoo carpets and dry clean drapes as part of his/her cleaning and restoring Apartment to its condition at the commencement of this residency.

14.4 Resident shall replace or repair any missing or damaged personal property provided by the Landlord including Keys. Within fourteen (14) days after the termination of the residency and vacating of the premises, the Landlord shall mail to the Resident's last known address a full and specific statement of the basis for retention of any or all of the Deposit.

15. NON-REFUNDABLE FEE

Resident agrees to pay of the sum of \$200.00 as a non-refundable fee, which sum shall not be refunded under any circumstances. The Landlord shall have the right to proceed against the Resident to recover costs for cleaning, painting or repairs to the property and replacement of lost or missing personal property, for which the Resident is responsible, which exceed the amount of Security Deposit, together with reasonable costs, expenses and Attorney's fees.

16. POSSESSION

Resident agrees Landlord shall not be liable for damages or costs incurred because of Landlord's inability to deliver possession on the commencement date of this Agreement. Rental shall be pro-rated to the date of possession. Resident at his/her option may declare this Agreement be Void if possession is delayed three (3) days and all money paid by Resident to Landlord shall be refunded.

17. REMOVAL OF PROPERTY

If the Apartment is vacated or abandoned by Resident, Landlord may re-enter the Apartment and remove all personal property from the property and place it in storage at the expense of Resident. After forty-five (45) days from default and rental payment, Landlord may proceed to sell or dispose of said property as provided by Washington State Law.

18. NON-WAIVER OF BREACH AND SEVERABILITY

Failure of the Landlord to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any portion herein, conferred in any one or more instances, shall not be construed to be a waiver of relinquishments of any such or any other covenants or agreements, but the same shall be and remain in full force and effect. All parts, portions, and provisions of this agreement shall be deemed separate and severable. In the event of the invalidity of any part, portion or provision, the rest of this agreement, which with such part, portion or provision deleted shall be given full force and effect.

19. APARTMENT CONDITION

The resident acknowledges that he/she has inspected the Apartment and said Apartment is in good condition with the exception that is noted on the Move-In/Move-Out report. If the Resident fails to notify the Landlord by written statement of any deficiencies not previously noted within three (3) days after occupancy, then the condition noted shall be the conclusive determination of this apartment condition at the time of occupancy. The Move-In/Move-Out report will be used to determine the refund of Security Deposit (if any) at the end of your Residency.

MISCELLANEOUS & INVENTORY

Resident agrees that if water, sewer and garbage are not paid, the amount owing will be added to the rent and monies will be allocated to water, sewer and garbage first.

THERE WILL BE A \$50.00 FEE TO THE RESIDENT FOR LOCK OUTS AFTER HOURS.

Appliances included in apartment: range, disposal, refrigerator, microwave, dishwasher, washer and dryer

20. RULES AND REGULATIONS

Resident shall comply with the rules and regulations shown herein below and any additional rules applicable to the apartment building, which Landlord may deem necessary and which are publicly posted as provided by law.

(1) No animals or pets of any kind shall be kept or harbored in or about the apartment building without written permission of the Landlord and payment of the appropriate pet fee.

(2) Persons shall not play or run in public halls, stairways, elevators, sidewalks, garage or parking areas.

(3) No bicycles, baby carriages or other personal effects shall be allowed in the halls, stairways, elevator, laundry rooms or other public areas except specifically designated areas. No packages, boxes, etc., will be allowed to obstruct halls, stairs, etc.

- (4) No wires, aerials, antennas for radio or television or wires, ropes etc. for clothes drying, etc., shall be installed on the roofs, decks or other parts of the building without written permission of the Landlord.
- * (5) All leaking faucets, toilets, windows, fireplaces, and/or defects or potential defects in the Apartment or appliances not in good working order shall be reported promptly in writing to the Resident Manager or Landlord.
- (6) All wet garbage shall be wrapped and boxes should be crushed before placing in the garbage containers.
- (7) Exterior windowsills and ledges shall not be used for storage of bottles, food, etc.
- (8) Dust mops, rugs, tablecloths, and clothing shall not be shaken, cleaned or left in any of the public areas or any window, door deck or landing.
- *** (9) Resident, family and guest shall have due regard for the peace, comfort and enjoyment of other residents in the building. Musical instruments, radios, television sets, record players, etc., shall be played only during reasonable hours, normally 8:00am to 10:00pm and at a reasonable volume.
- (10) No Venetian blinds, awnings, draw shades or non-conforming curtains shall be installed on exterior window without the written permission of the Landlord.
- (11) No nails, screws, tacks, etc., shall be used without consent of the Landlord.
- (12) No signs or placards shall be posted in or about the apartment building without written permission of the Landlord.
- (13) Toilets, sinks and washbasins are to be used only for the purposes for which they were intended and no dust, rubbish, coffee grounds, etc., are to be put into the same.
- (14) All furniture provisions, supplies, carts, etc., will be received and delivered via the rear or basement entrance whenever possible.
- (15) Residents are not permitted access to the roof except in case of emergency.
- (16) The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles. No cleaning with flammable materials or dying of clothes in washing machines will be permitted.
- * (17) It is a violation of Washington State Law and grounds for the termination of residency for any Resident to harass any other Resident or family of a Resident with the basis of sex, marital status, race, creed, color, national origin or the presence of sensory, mental or physical handicap. Any resident who becomes aware of any violation of these rules by any other Resident should notify the Resident Manager in writing.
- (18) Resident acknowledges that they have inspected the smoke detector in the Apartment and that it is operable and in good condition at the commencement of occupancy. Washington State Law provides that it is the Resident's responsibility to maintain the smoke detector, including batteries, and that the Residents smoke test the smoke detector once a month.
- (19) Resident acknowledges that they have received and understand the following Addendums to this Rental Agreement.

Check those that apply:

- | | |
|--|---|
| <input type="checkbox"/> Concession Agreement | <input checked="" type="checkbox"/> Community Policies |
| <input checked="" type="checkbox"/> Refundable Security Deposit Addendum | <input checked="" type="checkbox"/> Gate Policies |
| <input type="checkbox"/> Cosigner Agreement | <input checked="" type="checkbox"/> Tanning Equipment Waiver |
| <input type="checkbox"/> Military Clause Addendum | <input checked="" type="checkbox"/> Drug Free Housing |
| <input checked="" type="checkbox"/> Pet Agreement | <input checked="" type="checkbox"/> Water/Sewer & Garage Agreement |
| <input type="checkbox"/> Garage Rental Addendum | <input checked="" type="checkbox"/> Mold / Mildew Addendum |
| <input type="checkbox"/> RV Parking Rules and Regulations | <input checked="" type="checkbox"/> Frequently Asked Questions About Mold |
| <input checked="" type="checkbox"/> Parking Rules & Regulations | <input checked="" type="checkbox"/> Smoke Detector Notice |
| <input type="checkbox"/> RV Parking Rental Agreement | <input checked="" type="checkbox"/> Apartment Inventory Checklist |
| <input checked="" type="checkbox"/> Month to Month Addendum | <input checked="" type="checkbox"/> Property Insurance Addendum |
| <input checked="" type="checkbox"/> Clubhouse Disclaimer | <input checked="" type="checkbox"/> Fire Safety Addendum |
| <input checked="" type="checkbox"/> Recreational Rules & Regulations | <input checked="" type="checkbox"/> Move Out Charge List |
| <input checked="" type="checkbox"/> Satellite Dish Addendum | <input checked="" type="checkbox"/> Move In / Move Out Report |
| | <input checked="" type="checkbox"/> Notice of Intent to Vacate Form |
| | <input type="checkbox"/> Fire Safety Addendum |

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

American Management Services Northwest

Landlord

Agent for Owner

Bella Sonoma Apts
Property Name

5/16/07
Date

Resident, Diana Lanam

Resident,

Resident,

16 MAY 2007
Date
5/16/2007
Date

On Site Manager or Licensed Agent

5/16/07
Date

Date

Date



Month-to-Month Addendum
Bella Sonoma Apts

I (We), **Michael Laham Elana Laham** , as Resident(s) in apartment number **30-203** of **Bella Sonoma Apts** are aware that when our current rental agreement expires, we will have to opportunity to renew our rental agreement or go to a month-to-month tenancy. A fee of \$75.00 is charged to all that are on a month-to-month tenancy. The \$75.00 is not a rent increase; it is a month-to-month fee that is charged to you for the freedom of a month-to-month tenancy.

[Redacted Signature]

Elana Laham Resident

Resident

Resident

16 MAY 2007

Date

5/16/2007

Date

Date

Date

[Signature]
Agent for Owner

On Site Business Manager or Licensed Agent

5/16/07

Date

5/16/07

Date

**Addendum to Apartment Rental Agreement
Water/Sewer & Garbage Agreement**

This addendum to apartment rental agreement is made part of that certain apartment rental agreement. Dated, **05/01/2007**. Between Pinnacle Realty Management Company d.b.a. **Bella Sonoma Apts** as manager and agent (*Management*) and (*Resident*) **Michael Laham Elana Laham**.

B. REIMBURSEMENT OF WATER CHARGES

1. Resident shall reimburse Management for Resident's share of the cost if the water consumed in the subject property (*the water cost*) on a monthly basis. The water cost shall be equal to the amount of water actually consumed in the Residents unit (as measured by the digital submeters installed at the unit). Multiplied by the same per-cubic feet rate to Management by the utility from which the Management purchased the water plus a prorated portion (based on relative water usage) of any additional charges. If the utility charges Management different per-cubic feet rates based on total aggregate project usage, water cost shall be based on a sliding scale of water usage per unit, water cost for resident shall be based upon the sliding scale as applied to such residents individual water usage.
2. Resident shall not be responsible for payments of charges for common area water. i.e. pool, lawn.
3. Resident shall receive a monthly statement from billing company by first class mail showing Resident's share of the water cost. Resident shall pay the amount shown on such statement directly to Ista. Resident shall be charged a \$25.00 charge for any checks that are returned NSF or returned for any reason. Late payments shall be subject to a late payment processing charge of \$5.00 or 10% of the amount due, whichever is greater, if not received within five (5) days of the due date. In the event that there is a late payment of water/sewer charges Owner or Management may apply rental payments to delinquent charges first, potentially creating rental delinquency.
4. In the event of any error in computation of the amount due, Management will re-bill. Resident shall promptly pay any additional sum due, and Management shall promptly reimburse resident for any overpayment, as the case may be.

Michael Laham Resident

Elana Laham Resident

Resident

Resident

16 MAY 2007

Date

5/16/2007

Date

Date

Date

Agent for Owner

On Site Business Manager or Licensed Agent

Date

Date

Date

Recreational Area Rules and Regulations Bella Sonoma Apts

Rules are posted in all areas of the recreation facility. These rules are set forth for the safety and enjoyment of our residents. Please follow all posted rules. If the rules are not followed, residents and guests may be asked to leave the facility. Constant violations of the posted rules by residents and their guests may result in a ban from the facility for an extended period of time.

1. Recreation hours are Monday – Saturday 9 am to 10 pm., Sunday 10 am to 10 pm., Pool (seasonal) and spa hours are Monday – Sunday 10 am to 10 pm.
2. Children under the age of 16 are not permitted to use the facilities without the supervision of an adult, parent or adult guardian.
3. All residents must sign in prior to using the recreation facilities.
4. NO ALCOHOLIC BEVERAGES ARE PERMITTED IN ANY RECREATIONAL AREAS.
5. No smoking or glass containers are permitted in any recreational areas.
6. No profanity, loud yelling, fighting, throwing of objects, or horseplay will be permitted in the recreational areas or the surrounding areas.
7. The resident and two guests may use the recreational facilities only.
8. To use the tanning beds you must be 18 years or older and on the rental agreement. No guests may use the tanning beds.

Pool rules

1. Residents swim at their own risk; there is no lifeguard on duty.
2. No running or diving.
3. You must wear proper swimming attire to use the pool (no cut-off shorts or T-shirts).
4. Always shower before and after use of the pool.
5. Children 14 years or younger must have a parent or adult guardian to use the pool.

Tanning Room

1. You must be 18 years of age or older and be on the rental agreement to use the tanning beds.
2. Only one person at a time can use the tanning beds.
3. Contact lenses must be removed before use and proper eye protectors must be used at all times to protect your vision.
4. Only oils and lotions specifically for tanning bed use may be used when tanning.
5. Please remember to clean the tanning bed before and after each use.
6. All persons using tanning bed must read and sign a tanning disclaimer.

Weight Room

1. Children under the age of 16 are not permitted in the weight room.

Michael Laham Resident

Eriana Laham Resident

Resident

Resident

Agent for Owner

On Site Business Manager or Licensed Agent

16 MAY 2007

Date 5/16/2007

Date

Date

Date

5/16/07
Date
5/16/07
Date