



BIB

PROPERTY MANAGEMENT DIVISION

WASHINGTON LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on: _____ by the management of Asbury Park hereinafter called LANDLORD and the undersigned resident(s) covering: APT.# B06 LOCATED AT: 12527 NE 130TH COURT #B-06, Kirkland, WA 98034 RESIDENT(S)

Elana Laham
Michael Laham

TERM: The premises are leased for a period of 6 months 9 days, from 01/23/2009 to 07/31/2009.

APPLICATION CHARGES/FEE/DEPOSITS

Table with 2 columns: Charge Name, Amount. Includes Application Fee (0.00), Deposit Security Refundable (300.00), Move-In Fee Non-Refundable (0.00), TOTAL (\$300.00)

Fitness Ctr
(1) Precor EFX 556i
NO Adjustable Ramp

RENT: Resident(s) agree to pay rent as described below for the above premises.

Rent \$899.00

Residents' possession of premises shall start on the move in date. Rental shall be due from that date until the end of the month in the sum of \$261.00.

(a) Rent shall be payable in advance at the office of the Community Director, or at such place as the Landlord shall designate, prorated to and payable on the first day of each month for the duration of the Lease.

(b) Resident agrees to pay all utilities, including utility deposits. Resident agrees to pay a \$50.00 late rent charge in addition to the total monthly rent if the total monthly rent is not received by midnight of the 3 day of each calendar month. An additional late fee of \$ 5.00 per day will be assessed until paid in full.

(c) Any returned check for any reason whatsoever shall be subject to a returned check fee in the amount of \$50.00 If resident gives management two (2) checks that are returned for nonpayment during the term of this lease, then the future rent shall be payable by cashiers check or money order. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof. No personal checks will be accepted after a 3 Day Pay or Vacate notice is issued.

(d) Management has the exclusive right to determine how payments are applied toward the outstanding monetary obligations due under this Agreement (i.e., rent, unpaid deposits, utilities, and other charges).

LONGEVITY BONUS:

Security Deposit

(a) A Longevity Bonus of \$300.00 can be earned with the following provisions:

- (1) Longevity bonus will be forfeited if apartment is vacated prior to 6 months of occupancy while on month to month agreement;
(2) Payment of all rent due including late charges, and occupancy for the term of...
(3) Repair of all damage to the property;
(4) Replacement of any lost property of the Landlord;
(5) Resident acknowledges the receipt of the following keys:

Table with 3 columns: TYPE, # OF, TYPE. Includes APARTMENT (2), REMOTE (0), GARAGE (0), CARD (0), BUILDING (0)

Table with 3 columns: TYPE, # OF, TYPE. Includes MAILBOX (0), CABANA (0), STORAGE (0), OTHER (0)



Handwritten notes and contact info: B-3 1BDRM, HRS M-F 9-6, Samantha Bailey-Smith (F&S OFF) Assistant Community Director, Jennifer Franklin Regional Manager, ASBURY PARK, Danielle (SRM OFF) Assistant Manager, Di Maintenance HRS M-F 9-5, 12821 126th Wy NE Kirkland, Washington 98034

Resident agrees to return the keys to the Community Director, in a marked envelope, on the day of move out: Resident will be charge \$5.00 for each key not returned and \$25.00 for changing the lock for which keys are not returned;

- (6) Payment of all utilities and other charges or liens against the property created by the Resident(s);
(7) Payment to Landlord and/or its agents the cost to restore the apartment to its condition at the commencement of this residency as evidenced by Apartment Inspection Report, less wear and tear from normal usage. Resident agrees that soilage is not normal wear and tear and further agrees to clean drapes and carpets to professional standards or request Owner or Agent to do so at Resident's expense.

(b) Within fourteen (14) days after termination of the residency and vacation of the premises, the Landlord shall mail to the Resident's last known address, a full and specific statement of the basis for the Longevity Bonus together with payment of any Bonus due the Resident.

OCCUPANCY: The apartment is leased to the resident for occupancy solely by 2 adults (age 18 and over) and 0 minors, consisting of (full name of each occupant)

Elana Laham Michael Laham

and resident further agrees not to sublet any portion of the apartment, and not to keep any roomer, or boarders, or in any other way increase the occupancy of the apartment beyond that specified herein. In addition, the premises shall be used only as a private residence. In the event

of any change of occupancy, the following is required: (1) New occupant must complete application; (2) Approval from management; and (3) New or amended lease agreement must be signed by the parties. In the event the above procedure is not followed, the undersigned resident(s) can be held liable by management for any action caused by said occupant(s) terminating in a judgment and/or eviction. Any person residing at premises for a period longer than fourteen (14) days shall be considered an additional occupant and must comply with the requirements indicated above. A guest is a person who has been invited onto the premises by a resident. Said resident is totally responsible for his or her guests' actions while on the premises. Residents may have occasional overnight guests without notice to or consent of management. No person is permitted to occupy the premises unless authorized by lease agreement.

NOTICES: Owner may require Resident to vacate the Apartment (a) 3 days after notice for failure to pay rent when due, committing waste, permitting unlawful activity or maintaining a nuisance or (b) 10 days after notice for failure to comply with any other of the terms of this Agreement. Notices shall be in writing, and if to Owner, shall be delivered to the manager's office on the Premises and if to Resident, shall be addressed or delivered to the Apartment or such other address as Resident may have designated by written notice to Owner. All notices are subject to a \$25.00 service fee

(a) Lease Termination: (a) Unless terminated as provided herein, this lease shall be automatically renewed for successive terms of one

Utilities Addendum To Rental Agreement Submetered Water and Sewer Utility Service

When water and sewer utility bills are paid 100 percent by the property owner, Residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property-and that usually means higher rents. Water and Sewer utility billing saves money for Residents because it encourages them to conserve water and sewer. We as property owners also have incentive to conserve because we pay a portion of the total water and sewer utility bill(s) for the entire property.

THIS UTILITIES ADDENDUM is hereby attached and made part of the Rental Agreement dated 01/23/2009, by and between you Elana Laham, Michael Laham ("Resident"), and the Property Owner ("Landlord") and shall pertain to the billing described below for water and sewer utility service, hereinafter referred to as "Utilities".

1. Landlord agrees to use its best efforts to repair any water and sewer leaks inside or outside your dwelling unit no later than 7 days after learning of them. Reporting water and sewer leaks inside the dwelling unit is the responsibility of the Resident. Water and sewer leaks may impact the monthly water and sewer utility costs and shall be reported to the property immediately.

2. Resident's monthly rent under the Rental Agreement does not include a charge for the Utilities. Instead for the Utilities, Resident shall pay that amount stated in a separate bill received by Resident each month from a billing entity designated by Landlord. If in the event that you do not receive your utility bill from the billing entity prior to the first of the month, please contact the management office.

Utility bills shall be Resident's proportionate share of the master metered or unmetered utility provider bill(s). Resident bill for Utilities shall be based on either an estimated or actual reading as recorded by the dwelling unit submeter. Utilities shall be calculated at the average property rate at the time of consumption and as indicated herein. Resident may receive an estimated bill for Utilities, and Resident acknowledges that estimated Utilities will be reconciled on future billings. Resident acknowledges, that upon correction of an estimated bill for Utilities it is learned that the bill overstated charges, Resident shall be entitled to an account credit reflecting the overstated charges. It is further agreed that upon correction of an estimated bill for Utilities it is learned that the bill understated charges, Resident shall be responsible for such underpayment during that billing period.

Resident bill for Utilities shall include any dwelling unit base charges, if applicable, and an average rate per gallon and calculated as follows: the master metered or unmetered utility provider's total monthly charges for water service (less dwelling unit base charges or customer service charges if applicable), divided by the total monthly water consumption measured by the utility provider, multiplied by the Resident's total monthly consumption as recorded by the dwelling unit submeter. In the event the utility provider's rate structure includes a dwelling unit base charge, the billing entity shall bill Resident the base charge applicable to that dwelling unit. The billing entity shall not bill the Resident for any dwelling unit base charges applicable to unoccupied dwelling units. In the event the utility provider's rate structure includes customer service charges, the billing entity shall bill each Resident the amount of the customer service charge(s) divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the property.

Resident agrees that Landlord or agent on behalf of Landlord may enter the dwelling unit in order to perform submeter installation, reading, repair, maintenance, and inspection, including removal of the submeter for testing upon written notification. Resident acknowledges that Landlord or agent on behalf of Landlord may enter the dwelling unit without prior notification or consent in the case of a submeter leak or emergency related to the dwelling unit submeter.

3. Resident hereby understands and agrees to pay a monthly service charge of \$2.00 and other administrative fees as billed by the billing entity, which may be added to the Resident Utility bill. Utility bills shall be payable in advance at the Management office, or at such place as the Landlord shall designate, and payable on the 1st day of each month for the duration of the lease. Per your Lease Agreement (clause 2, section b), a late fee will be assessed if payment of both the utility bill and rent are not paid in full. It is further understood and agreed that in the event such payments are not made when due, it shall be considered a default under the Lease Agreement and will be subject to any and all legal fees. An insufficient funds check charge, not to exceed \$50 per dishonored check, shall be added to any Utility bill in addition to the foregoing late payment charges for checks returned due to insufficient funds.

To the extent provided by law, any unpaid Utility service and related charges for Utilities at the time of move out from, or transfer within the property may, at discretion of the Landlord, be deducted from the security deposit being held by Landlord under the Resident.

For and in consideration of this section, the billing entity from which Resident shall receive monthly Utility bills and as designated by Landlord is:

Velocity
15032 Beltway Drive
Addison, Texas 75001
866-392-2752