

Ashton

BB

Apartment Lease Contract



Date of Lease Contract: August 1, 2009
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (*list all people signing the Lease Contract*):

Michael Laham, Elana Laham

and us, the owner:

Washington Vue, LP

(name of apartment community or title holder). You've agreed to rent Apartment No. 714, at 10710 NE 10th Street (street address) in Bellevue (city), Washington, 98004 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The apartment will be occupied only by you and (*list all other occupants not signing the Lease Contract*):

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 2 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the 1st day of August, 2009 and ends at midnight on the 31st day of January, 2010. This Lease Contract will automatically renew month-to-month unless either party gives at least 20 days written notice of termination or intent to move-out as required by paragraph 37. If the number of days isn't filled in, at least 20 days notice is required before the expiration date above or, if the lease has renewed on a month-to-month basis, at least 20 days notice is required before the end of the monthly rental period.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 300.00, due on or before the date this Lease Contract is signed. Your security deposit will be held in an escrow company or bank escrow account located in Washington until disposition. See paragraphs 41, 42, and 43 for security deposit return information. Any nonrefundable fees will be described in paragraph 10 or on addendums to this lease. If we sell the apartments, we will transfer your security deposit to the new owner who will give you any required statutory notices.

5. KEYS AND FURNITURE. You will be provided 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for property. Your apartment will be [*check one*: furnished or unfurnished].

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 1839.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
 at our online payment site, or
 at Resident Drop Box

Prorated rent of \$ 1839.00 is due for the remainder of the [*check one*]:
 1st month or 2nd month, on August 1, 2009.

Otherwise, you must pay your rent, in advance, on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 183.90 plus a late charge of

late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. UTILITIES. We'll pay for the following items, if checked:

- water gas electricity master antenna
 wastewater trash cable TV other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected--including disconnection for not paying your bills--until the lease term or renewal period ends. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [*check one*] required to purchase personal liability insurance not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be applied to the owner's structural fire insurance and that you are in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of \$ 25000.00. If you or any member of your household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, you agree to indemnify and reimburse the Owner for the amount of such damages, and that you may be liable for costs in excess of the deductible under any subrogation clause of the said policy. It is recommended that you secure insurance to protect your interest in the event of such a loss.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or, if the apartment has a keyless deadbolt on each exterior door, within 10 days after you move in.

You may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a bar and/or sliding door pinlock on each sliding glass door; (3) install one keyless deadbolt on each exterior door; (4) install one doorviewer on each exterior door; and (5) change or rekey locks or latches during the lease term. We must comply with those requests, but you must pay for them.

What You Are Now Requesting. You now request the following to be installed at your expense (if one is not already installed), subject to any statutory restrictions on what you may request.

- keyed deadbolt lock doorviewer
 keyless deadbolt sliding door pinlock
 sliding door bar

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your family, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you.

... per day after that date paid in full. You'll also pay a charge of \$ 50.00 for each returned check, plus initial and daily

that we repair, install, change or rekey the same device during the 30 days preceding your request and we have complied with your request.

Special Provisions and "What If" Clauses

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

See special provisions on the last page

. See page 6 for any additional special provisions.

0801200923501wa09020250

Michael Laham, Elana Laham

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Initials of all Residents

11. **EARLY MOVEOUT.** You'll be liable to us for a reletting charge of \$ 5517.00 if you:

- (1) fail to give written move-out notice as required in paragraphs 23 or 37; or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

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

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

However, we may not deduct from your security deposit for damages or cleaning unless we have returned to you the attached Inventory and Condition form completed, dated, and signed by you and us.

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

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 14 days after the lease is terminated, and you surrender the apartment, or 14 days after we learn of your abandonment.

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

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

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

Signatures, Originals and Attachments

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

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum, dated _____
- Community Policies Addendum, dated _____
- Lease Contract Guaranty (_____ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: _____)
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum, dated _____

- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum, dated _____
- Other _____
- Other _____

You are legally bound by this document.
Read it carefully before signing.

1 AUGUST 2009
8/1/2009

Owner or Owner's Representative (signing on behalf of owner)

Name, address and phone number of owner or owner's representative for notice and process purposes (include name of county in State of Washington)

10710 NE 10th Street

Bellevue, WA 98004

King

(425) 452-0710

Your security deposit will be deposited in:

Escrow Company or Bank Name: **Bank of America**

Address:

Seattle, WA 98124

Your cancelled check will be your deposit receipt.

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) **08/01/2009**

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____

is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated

My Commission Expires

Printed Name of Notary Public

Signature of Notary Public

Note: Signature of owner and each resident must be notarized if lease is for more than one year.

(Use above space for notary stamp/seal)

or \$459.75 to be given in the months of August 2009 to January 2010. Total amount of concession at the end of lease term is \$2,758.50. Resident will also receive one-free unreserved parking space equal to \$100.00 per month. If resident fails to fulfill lease term, concession amount received up to date of lease termination must be paid back in full. No cash accepted. Waived non-refundable deposit per PEP.

Ashton Bellevue
Michael Laham, Elana Laham

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Washington/National Apartment Association Official Form A-09 (Sheets 1, 2, and 3), June 2009

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UTILITY and SERVICES ADDENDUM

This Utility Addendum is incorporated into the Apartment Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated August 1, 2009 between Washington Vue, LP

("We") and

Michael Laham, Elana Laham ("You") of Apt. No. 714

and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, administrative fees or costs associated with the utility services or billing (collectively, "costs"), and the method of metering or otherwise allocating the payment of utility services and costs, will be as indicated below.

- a) Water service to your apartment and costs will be paid by you either:
 Directly to the water service provider(s); or
 Water service will be billed by the service provider to us and then allocated to you based on the following formula:

- b) Sewer service to your apartment and costs will be paid by you either:
 Directly to the sewer service provider(s); or
 Sewer service will be billed by the service provider to us and then allocated to you based on the following formula:

- c) Gas service to your apartment and costs will be paid by you either:
 Directly to the gas service provider(s); or
 Gas service will be billed by the service provider to us and then allocated to you based on the following formula:

- d) Trash service to your apartment and costs will be paid by you either:
 Directly to the trash service provider(s); or
 Trash service will be billed to you based on the following formula:

- e) Electric service to your apartment and costs will be paid by you either:
 Directly to the electric service provider(s); or
 Electric service will be billed by the service provider to us and then allocated to you based on the following formula:

- f) (Other) _____ service to your apartment and costs will be paid by you either:
 Directly to the service provider(s); or
 This service will be billed by the service provider to us and allocated to you based on the following formula:

METERING/ALLOCATION METHOD KEY

"1" - Sub-metering of all of your water/gas/electric use

"2" - Calculation of your total water use based on sub-metering of hot water

"3" - Calculation of your total water use based on sub-metering of cold water

"4" - Flat rate of \$ _____ per month

"5" - Allocation based on the number of persons residing in your apartment unit

"6" - Allocation based on the number of persons residing in your apartment unit using a ratio occupancy formula

"7" - Allocation based on square footage of your apartment unit

"8" - Allocation based on a combination of square footage of your apartment unit and the number of persons residing in your apartment unit

"9" - Allocation based on the number of bedrooms in your apartment unit

"10" - Allocation based on a lawful formula not listed here

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

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

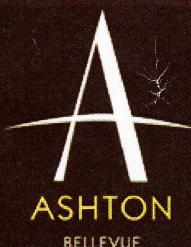
the date when the bill is issued at the place indicated on your bills, or the payment will be late. If a payment is late, you will be responsible for a late fee in the amount of \$ 5.00. The late payment of a bill or failure to pay any utility and/or services bill is a material breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for noncompliance. To the extent there is a billing fee for the production of any services bill or a set-up charge or initiation fee by us or our billing company, you shall pay such billing fee in an amount not to exceed \$ 5.00 per billing period and such set-up charge/initiation fee in an amount not to exceed \$ 0.00.

4. You will be charged for the full period of time that you are living in, occupying, or responsible for payment of rent and utility or service charges on the apartment. If you breach the Lease, you will be responsible for utility and service charges for the time period you were obligated to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utilities and services or fail to notify the utility or billing company of your vacation of the unit, we may charge you for any utilities and services billed to us with respect to your apartment and may charge a reasonable administration fee for billing you for such utilities and services in an amount not to exceed \$ 0.00.

Michael Laham, Elana Laham

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Residents**General Information**

10710 NE 10th Street
Bellevue, WA 98004
T: 866.226.7403
F: 425.452.0711

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never
On

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T 425-452-0710

The Ashton Bellevue Team would like to take this opportunity to welcome you home!

This is just a reminder of some items that may be helpful when moving:

Your New Address Will Be:
10710 NE 10th Ave. # XX
Bellevue, WA 98004

Street

Your Service Providers Are:

ASHTON BELLEVUE OFFERS ONLINE UTILITY CONNECTIONS

[Click Here](#)

Electric:	Puget Sound Energy	888.225.5773
Gas:	Puget Sound Energy	888.225.5773
Cable/Phone/Internet:	Comcast	866.571.1276
Water:	Will automatically be set up for you upon move in.	

Elevator Information:

Please contact the Leasing Office to reserve the elevator for your move-in day.

Here is the elevator information you will need to give to your movers:

Elevator Capacity: 4000 lbs.

Interior Cab 6'-6" wide X 5'-5" deep X 9'-1" high

Elevator Door Opening: 4'-0" wide

We look forward to further serving you as a resident of Ashton Bellevue. If we can be of further assistance, please contact us at: 425.452.0710.

Welcome Home!

Sample photography representative of finished project.

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