

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

THIS AGREEMENT made this 1 day of MAY, 2010 between NORMAN SCHULTZ  
(who shall be the Landlords defined in law, hereinafter called "Owner") and MICHAEL STEVEN LAHAM/ELANA LAHAM  
(regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"), for rental Premises located at  
530 BURNETT AVE. N., Apt. 1210 in the City of RENTON,  
County of KING, State of Washington (the "Premise" may be a portion of an apartment complex or  
other larger parcel of land and, 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 5-1-10; OR
- b)  a Lease for a term of \_\_\_\_\_ months beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.
- If a Lease for a term greater than one year, have all signatures notarized and attach a legal description of the Property.*

If Paragraph 1(b) is checked above, Check One of the Following:

- c)  Upon expiration of the above-stated initial term of Lease, 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 Owner upon thirty days' written notice, OR
- d)  Upon expiration of the above-stated initial term of Lease, all Resident's rights to occupy the premises shall cease without right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term.
2. **RENT:** Resident shall pay monthly rent and other charges in the following amounts:

MONTHLY PREMISES RENT	650. <sup>00</sup>
MONTHLY PARKING SPACE RENT	0
MONTHLY STORAGE LOCKER RENT	0
OTHER MONTHLY CHARGES (SPECIFY)	0
<b>TOTAL RENT</b>	650. <sup>00</sup>

The total amount set forth above is payable in advance by the 7 day of each and every month during said term to Owner at  
540 WILLIAMS AVE. N. APT. 6 RENTON, Washington 98057, or any such other place  
that the Owner may from time to time designate. Any rent unpaid by the due date is termed delinquent. Owner may, at Owner'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.

Rent received on or after the 7 day of each month shall result in assessment against Resident of a \$10.<sup>00</sup> late payment charge plus \$2.<sup>00</sup>  
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 \$ 25.<sup>00</sup> 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 cash, cashier's check or  
money order. If Resident gives Owner two checks that are returned for non-payment, all future payments by Resident shall be made by cash, cashier's  
check or money order. Notwithstanding the foregoing, Owner 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 Owner shall give a statutory Three (3) Day Notice to Pay rent or Vacate, or if Owner 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 and late payment  
charges provided for above, the sum of \$ 25.<sup>00</sup> for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

3. **DEPOSIT:** Resident agrees to pay the sum of \$ 300.<sup>00</sup> 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 account with KEY Bank, whose  
address is RENTON CENTER. Tenant'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 Owner. Any refund will be by a single  
check payable to all individual Residents and they shall apportion any refund among themselves. Owner' 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 the 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 the premises to its condition at the  
commencement of this tenancy as evidenced by the Inventory and Inspection Checklist, which is incorporated herein by reference, less wear  
and tear from normal usage. Resident agrees that soilage is not wear and tear from normal usage.
- c) Resident shall surrender all keys to Owner.
- d) Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the owner.

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- e) Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$ 20.<sup>00</sup> per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.
- 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 other single address as they provide for that purpose) within 14 days of vacancy of the Premises, and they shall apportion any refund among themselves.

4. **NON-REFUNDABLE CHARGES AND/OR PROCESSING FEES:** Resident agrees to pay the sum of \$ 100.<sup>00</sup> (insert zero if this paragraph is inapplicable), as a non-refundable charge which shall be used for CARPET CLEANING (identify what the fee covers - be specific), which sum shall not be refunded under any circumstances. Owner may recover from Resident any costs incurred not covered by this fee. THIS AMOUNT IS PAID TO OWNER AND INCLUDED IN THE AMOUNT OF DEPOSIT LISTED IN PARAGRAPH # 3 HEREOF.

5. **PREPAYMENTS:** Resident has made a prepayment toward last month's rent of \$ \_\_\_\_\_ d to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.

6. **APPLICATIONS AND SCREENING FEES:** Application and/or screening fees paid prior to commencement of tenancy in the amount of \$ 35.<sup>00</sup> are non-refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during and up to one year following Resident's occupancy of the Premises at Owner'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 Residents have 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 in breach of the terms of this Agreement and Owner may take legal action to terminate this Agreement in such case. Resident(s) to initial: \_\_\_\_\_

7. **TERMINATION OF TENANCIES:** Resident understands that this tenancy shall terminate at N/A  a.m. /  p.m. on the last day of occupancy. It is the Resident's obligation to have the premises vacant and thoroughly clean by that hour. Unless paragraph 1(d) governs this Agreement, any notice of termination shall be by written notice of at least twenty (20) days before the end of any monthly rental 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 Owner in writing. Any items left behind in the unit by the Resident after termination of tenancy under RCW 59.12.030 (2) will be considered garbage and disposed of by the Landlord as seen fit.

8. **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 Property Condition 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 appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the premises to Owner. Resident will bear the cost of any cleaning or repair performed by Owner 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 Owner while performing repairs and/or cleaning because of failure to comply with the foregoing. Resident understands and agrees that any damage caused 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 Owner 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 of carpeting or padding. The Inventory and Inspection Checklist will be used to determine the refund of deposit at the end of this tenancy.

9. **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 48.48.140/WAC 212.10.050. Resident's initial at the end of this paragraph indicates that all smoke detection devices in the Premises are in proper working order. Additional information is set forth on the Fire Safety Information and Protection Notice.

- a. The subject property (check one)  does not have a fire sprinkler system.
- b. The subject property (check one)  does  does not have a fire alarm system.
- c. The subject property (check one)  does  does not have a fire alarm policy, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_
- d. The subject property (check one)  does  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: \_\_\_\_\_
- e. The subject property (check one)  does  does not have an emergency relocation plan. The emergency relocation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_
- f. The subject property (check one)  does  does not have an emergency evacuation plan. The emergency evacuation plan, if any, has been provided to tenant and tenant's initials acknowledge receipt: \_\_\_\_\_

10. **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, including, but not limited to, garage/yard sales and private lessons/tutoring. Resident 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 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 Owner at the Owner'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 Owner consents there to and prepares a revised rental Agreement, which shall be signed by all Residents. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Resident and any refund shall be made solely to the successor residents at the termination of tenancy.

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**11. UTILITY CHARGES:** Except for utilities indicated below as the responsibility of Owner. Resident agrees to establish use, maintain and pay for all utilities without delinquency, including but not limited to electricity, garbage, sewer, water, natural gas, oil, and cable television used in or charged against the Premises during the term of this agreement.

Paid for by: electricity    garbage     sewer     water     natural gas/oil    other  TELEPHONE & TV CABLE

Owner     Tenant

A \$ 0 fee will be due for each notice of unpaid utility charges received by Landlord from a utility provider. Resident agrees to submit to owner upon demand, proof that any utilities, assessments or charges have been paid.

**12. DELIVERY OF PREMISES:** If for any reason whatsoever Owner does not deliver possession of the premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner 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 Owner be liable to Resident 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, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident.

**13. PETS AND ANIMALS:** Except for service animals as defined in law, Resident shall maintain no pets or animals (including mammals, reptiles, birds, fish, rodents and insects) upon the premises, nor allow visitors or guests to do so, other than: NO PETS ALLOWED (be specific, list quantity, type of pet, weight limit, etc.). If permission for pets is given, no pet noise shall be allowed to escape from the property or to disturb neighbors. It is Resident's responsibility to clean-up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys, and neighboring properties. If pets are maintained on the Premises, whether or not authorized by this Agreement, Tenant assumes all costs of restoring premises as a result of any pet or animal on the premises including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, yard restoration, and cost to analyze floors for presence of animal urine/waste, or pest infestation should analysis disclose the presence of such damage.

**14. ATTORNEYS FEES/VENUE AND JURISDICTION:** As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. 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.

**15. NON-WAIVER OF BREACH AND SEVERABILITY:** The failure of Owner 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 of such term or Agreement, but the same shall remain in full force and effect. If any clause or 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 effected 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.

**16. WATER-HEATER:** PURSUANT TO RCW 19.27A.060, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot water heater within a rental dwelling be set no higher than 120 degrees Fahrenheit. Resident acknowledges that, if accessible, Resident has ins \_\_\_\_\_ does not believe it to be set higher than 120 degrees Fahrenheit. Resident(s) to ir \_\_\_\_\_

**17. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead based 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, Landlords and Owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

**18. RENTAL PREMISES, STORAGE AND PARKING:** The Premises consist of the interior of the apartment. Regardless of whether they are assigned for Resident's 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 Owner assigns such areas for Resident's use, said usage is a license to use in common with Owner. Resident is licensed to use parking space \_\_\_\_\_ and storage locker N/A. All Resident's obligations pursuant to this Agreement shall extend to said storage locker and/or parking space(s). Regardless of whether the Premises are an apartment or single family home, Resident recognizes that his/her storage of any personal property or vehicles on the Premises is at his/her own risk. Resident acknowledges that all locks or security systems may potentially be breached and that no warranty or representation is made regarding the efficacy of such systems. Resident hereby recognizes that Owner 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 Landlord's control.

**19. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION:** Owner disclaims any warranties or representation that it will be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited in their ability to provide protection. Residents acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. 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 OWNER HAS TAKEN ARE NEITHER A GUARANTEE NOR 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 AND UNDERSTANDS AND AGREES THAT PERSONAL SAFETY AND SECURITY ARE RESIDENT'S OWN PERSONAL RESPONSIBILITY.

**20. TRAMPOLINES/ATTRACTIVE FEATURES:** Tenant's agree to not use, install, allow or support any attractive features including but not limited to trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury. Any trampolines/attractive features

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but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction and Resident shall immediately vacate. In such case, Resident shall pay rent pro-rata through the day Resident vacates the Premises.

**26. SUMMARY OF FUNDS RECEIVED AND DUE:**

Item	Charge	Payment Received	Balance Owing	Due Date for Unpaid Amounts
First Month's Rent	650. <sup>00</sup>			
Last Month's Rent (if applicable)	0			
Non-Refundable Fees	100. <sup>00</sup>			
Refundable Security Deposit	200. <sup>00</sup>			
Other Payments (describe)	0			
Total:	950. <sup>00</sup>			

27. OPTIONAL CLAUSES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**28. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT; RESIDENT'S INITIALS ACKNOWLEDGE RECEIPT**

- A.  \_\_\_\_\_ Property Condition Report (required whenever a refundable deposit is collected)
- B.  \_\_\_\_\_ EPA Brochure: Protect Your Family from Lead in Your Home (mandatory for pre-1978 Properties)
- C.  \_\_\_\_\_ Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards (mandatory for pre-1978 Properties)
- D.  \_\_\_\_\_ DPD Owner-Resident Law Summaries & Attorney General's Landlord-Tenant Summaries (mandatory for Seattle Properties)
- E.  \_\_\_\_\_ Fire Safety and Protection Information Notice (required for all multi-family properties)
- F.  \_\_\_\_\_ Department of Health mold handout. (mandatory for all WA State Properties)

**OPTIONAL ADDENDA AND ATTACHMENTS; RESIDENT'S INITIALS ACKNOWLEDGE RECEIPT**

- A.  \_\_\_\_\_ Crime Free/Drug Free Housing Addendum
- B.  \_\_\_\_\_ Pet Addendum
- C.  \_\_\_\_\_ Rules and Regulations
- D.  \_\_\_\_\_ Utility Sub-metering Agreement
- E.  \_\_\_\_\_ Smoke Free Addendum
- F.  \_\_\_\_\_ Other

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.  
 Owner/Agent and Tenant are each advised to seek independent legal advice on matters arising from use of this form.

Owner Norman Schulz Resident MICHAEL STEVEN LAHAM 5/1/2010  
 Agent \_\_\_\_\_ Resident ELANA LAHAM 5/28/2010