



1

2026 Lease Agreement Tenants and Terms

1.1 TENANTS

This lease agreement ("Lease" or "Agreement"), made this Lease signed date, between <<Owner Name(s)>>the Owner of the Premises ("Owner), by and through Hammer Properties NW, the Owner's Agent, hereinafter referred to as "Landlord", and the following named person(s) hereinafter referred to as "Tenant".

Name(s):<<Tenants (Financially Responsible)>>

1.2 FEE SCHEDULE

The following fees are applicable to this lease:

- 1) Your monthly rent charge: <<Monthly Rent>>
- 2) The holding deposit: \$Holding Deposit (25 pct of rent)
- 3) The balance of the security deposit, due before move-in: \$ Balance of Security Deposit to pay (75 pct)
- 4) Utility fee (does not include utilities in Section 2.2): \$Utility Fee
- 5) Late fee for unpaid rent, charges and fees: 2% of the outstanding balance.
- 6) Lease violation fee: \$75 per incident
- 7) Returned payments, checks, or NSF's: \$50 per occurrence.
- 8) Non-refundable move-out cleaning fee: \$ Non-refundable Move Out Cleaning Fee
- 9) Non-refundable carpet cleaning fee: \$ Non-Refundable Carpet Cleaning Fee
- 10) Fee for failing to maintain smoke and CO detectors in good working order: \$200
- 11) Labor rates for maintenance or coordinating maintenance: minimum \$75/hour, with 1 hr minimum charge.
- 12) Lease assignments & sublets (if approved): \$500 per each change

The costs, fees, and fines associated with renting the subject Property include, but are not limited to, the above list. There may be additional costs, fees, and fines not noted here.

1.3 TENANT REPRESENTATIVE

Tenant's Representative is Tenant Representative. The Tenant's Representative is the person identified as the contact person for all communication between Landlord and Tenant and is an agent for the Tenant. It is understood that when the Landlord communicates

information to the Tenant's Representative, the information will be communicated to the remaining Tenants.

If the responsibility of the Tenant's Representative changes for any reason, the Landlord is to be notified immediately. If Tenant wants to change Tenant's Representative, then Tenant shall notify Landlord of the request in writing.

E-Mail Transmission of any original document or notice shall be the same as delivery of an original, provided that the document is sent to the Tenant's Representative at the email address provided: Tenant Rep's Email Address. The Tenant Representative may change their email address with written notice to the Landlord.

If the Tenant's Representative changes their telephone number or e-mail address during occupancy, they will provide the Landlord with the new contact information within five calendar days.

Failure to provide such updated contact information may result in a \$50.00 fine.

1.4 TENANTS CONTACT INFORMATION

All Tenants shall provide the Landlord with a valid telephone number and e-mail address. If the Tenants change their telephone number or e-mail address during occupancy, they will provide the Landlord with the new contact information within five calendar days.

Failure to provide such updated contact information may result in a \$75.00 fee.

1.5 LEASE TERM

The Owner does hereby lease to the Tenant, and Tenant does hereby lease from Owner, those certain Premises located at <<Unit Address>> (Referred to below as "Premises"), located at <<Property Address>>, County of Whatcom, State of Washington.

This Agreement is for a term of <<Lease Term>> ("Lease Term"), commencing on <<Lease Start Date>> and ending at 12:00 NOON on <<Lease End Date>>("Lease Expiration Date").

Upon the Lease Expiration Date, this Agreement shall continue as a month-to-month tenancy unless the Landlord provides written notice to terminate ("Notice to Terminate") this Agreement to Tenant no less than sixty (60) days prior to the Lease Expiration Date. If the Notice to Terminate is timely provided by Landlord and delivered in a manner consistent with RCW 59.12.040, the Tenant **must** vacate and surrender possession of the Premises on or before the Lease Expiration Date.

1.6 RENT

The monthly rent is <<Monthly Rent>>. Rent is effective from the <<Lease Start Date>>.

If the Lease Term commences or expires on a day other than the first or last day of a calendar month, the monthly rent for such month shall be a pro-rated portion of the monthly rental, computed on

a daily rate based on the number of days in the subject month. Pro-rated rent for the month of Prorated Rent - Which Month + Year OR NA, will be \$ Prorated Rent \$ Amount.

At lease signing, the first month's rent will be collected. This will be applied to the first month's rent, and the next rent payment will be due before the first day of the second month of the lease.

1.7 RENT PAYMENTS AND LATE CHARGES

Tenant shall pay rent and all other charges required to be paid under the Lease by valid check or money order made payable to "Hammer Properties NW" at the following address: 1111 N. Forest St., Bellingham, WA 98225, or by using their online portal through Appfolio.

Rent is due on the 1st day of each calendar month. If rent is not paid on the 1st day of the month, it is late, but pursuant to Washington State Law, late fees cannot be imposed until after the 6th day of the month.

If rent is not paid in full by 5 pm on the sixth (6th) day of the month, Tenant shall pay a late charge of 2% of the monthly rent. If rent is mailed, it must be received by the 6th day of the month, regardless of the postmark date on the envelope. (Postage delays and delays due to holidays are the Tenant's responsibility).

**** NO CASH ACCEPTED ****

UNLESS TENANT USES THE APPFOLIO OPTION, RENT MUST BE IN THE FORM OF 1 CHECK/MONEY ORDER—NO SPLIT PAYMENTS.

If Tenant elects to use the Appfolio option, they are doing so at their own choice, and Tenant must initiate the online payment process at least seven (7) days prior to the 1st day of the month. If receipt of the payment happens after the 6th of the month, late fees will apply. Appfolio may charge tenants fees for rent payments made through the portal.

Tenant may elect to utilize Appfolio, Inc. to access a ledger describing the status of the Premise's account with the Landlord. This is being offered as a convenience to the Tenant. The ledger is not always consistent with the allocation of rent and charges as provided by Washington State law. In the event that enforcement is required by the Landlord, such allocation will be made consistent with Washington State law.

Please note: Rent does not include any non-recurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorney's fees.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

Deposits, Fines, Fees & Charges

2.1 HOLDING DEPOSIT

Landlord hereby acknowledges receipt of a holding deposit in the amount of \$ Holding Deposit (25 pct of rent) (approximately 25% of the first month's rent) as a deposit to secure that the Tenant will move into the Premises ("Holding Deposit").

The funds paid as a deposit by the Tenant shall be applied to the Cleaning, Damage and Security Deposit, as described herein.

The Holding Deposit is held at Peoples Bank, located at 1333 Cornwall Ave., Bellingham, WA 98225. Any interest earned on the Holding Deposit shall be the property of Landlord.

Tenant may have already paid a fee for holding the Premises pursuant to a Holding Fee Agreement. In such a case, that holding fee will become part of the Holding Deposit described herein and Tenant will supply the difference.

Landlord may keep this Holding Deposit if Tenant does not occupy the Premises at the commencement of the Lease Term, unless the Lease is terminated by law or by mutual agreement of the parties.

In addition to keeping the Holding Deposit, Landlord may pursue any and all remedies available for breach of the Lease, if Tenant does not occupy the Premises.

Upon delivery of the move in / move out checklist and occupancy of the Premises by Tenant, this Holding Deposit will become the (or part of) Cleaning, Damage, and Security Deposit to be held pursuant to the Cleaning, Damage, and Security Deposit Agreement executed simultaneously with this Lease securing the performance of the Tenant's obligations described in this Agreement.

The balance of the Cleaning, Damage and Security Deposit of \$ Balance of Security Deposit to pay (75 pct) (approximately 75%), shall be due and payable at the time of occupancy.

2.2 UTILITIES

Tenant shall pay for all charges related to hookup, connection, disconnection, and deposit for providing utility services in their names and be responsible for payment of these monthly services:

	Tenant	Owner
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Water/Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Garbage/Recycling	<input type="checkbox"/>	<input type="checkbox"/>
Yard Care	<input type="checkbox"/>	<input type="checkbox"/>
Heating Oil or Propane (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Internet/Wifi	<input type="checkbox"/>	<input type="checkbox"/>
Utility chart: misc utility 2	<input type="checkbox"/>	<input type="checkbox"/>
Utility chart: misc utility 3	<input type="checkbox"/>	<input type="checkbox"/>

Instructions regarding how to set up these utilities are provided in the Utility Information Sheet, attached to the lease.

Tenant agrees to have all services and utilities (where applicable) transferred into Tenant's name no more than 5 business days after taking possession of the Premises. A \$75 fee will be charged

EVERY MONTH for each service or utility not transferred. This includes but is not limited to garbage, gas, electric, cable, phone, etc.

The following utilities that are shared within the premises do not need to be put into the Tenant's name:

Shared Utilities

Shared Utilities and Split 1

Shared Utilities and Split 2

Shared Utilities and Split 3

Shared utility charges will be charged to the Tenant's AppFolio account monthly.

If Tenant(s) don't pay their shared utility charges in full by 5 pm on the sixth (6th) day of the month, Tenant shall pay a late charge of 2% until the utilities are paid in full. If the utility payment is mailed, it must be received by the sixth (6th) day of the month, regardless of the postmark date on the envelope. (Postage delays and delays due to holidays are the Tenant(s) responsibility)

In the event Tenant tenders less than the full amount due to satisfy the payments due by the utility invoice, the deficient payment shall first be applied to late charges, NSF fees, and other charges due under the Lease, then any remaining funds shall be applied to utilities.

Utility Use and Extra Charges: For properties with multiple units that have a shared thermostat, the thermostat shall be controlled by the Landlord and will be set between 60° and 68° unless there is unanimous consent of all Tenant(s).

For properties with multiple units that have shared garbage and recycling, the Tenant will be responsible for keeping the area in good order and sorting their garbage and recycling. In the event that Landlord receives any extra charges due to Tenant failing to keep this area in good order or overuse, these charges will be the Tenant's responsibility and will be prorated amongst all units in the property.

In addition, if the Landlord must provide personnel to clean or sort the garbage and recycling area, these charges will be the Tenant's responsibility and prorated amongst all units in the property.

In the event Landlord provides any services, and there are any charges for excess usage, these will be billed to the Tenant. Any charges for excess usage will be billed to the Tenant.

Landlord may charge Tenant's Cleaning, Damage, and Security Deposit for final utility bills. Tenant's obligation for such bills survives termination of the Tenant's rental obligation to the Premises.

2.3 OTHER FEES AND CHARGES

Returned checks: Tenant agrees to pay a \$50 service charge for any check returned by Tenant's bank, in addition to the specified late payment charge. If Tenant's checks are returned to the Landlord unpaid on two occasions, Tenant shall be required to make all future payments by money order or cashier's check.

Attorney's Fees: Any costs and attorney's fees incurred by the Landlord as a result of the Tenant's failure to pay rent, installment payments, late fees, or breach of Lease terms shall be paid by the Tenant, which may be in addition to service charges, regardless of whether or not a lawsuit is filed.

Complaints: Any valid complaint may result in termination of the Agreement and may result in a fine of not less than \$75. Complaint topics include, but are not limited to, pets, noise, unit appearance, and guest behavior.

2.4 CARPET CLEANING

Tenant agrees to pay a non-refundable "Carpet Cleaning Fee" in the amount of \$ Non-Refundable Carpet Cleaning Fee prior to taking occupancy for professional carpet cleaning. This Carpet Cleaning Fee is nonrefundable pursuant to RCW 59.18.285.

This "Carpet Cleaning Fee" is an addition to any Cleaning, Damage, and Security Deposit.

The Landlord is taking a non-refundable carpet cleaning fee for the sole purpose of professional carpet cleaning. Carpet damage, repair, replacement, and other carpet issues will be charged above and beyond the non-refundable fee. To the extent the Tenant causes carpet damage, or the carpet needs to be repaired or replaced, the Deposit may be applied to such repair or replacement cost pursuant to RCW 59.18.280.

The expectation is that the carpets will have normal usage and will be vacuumed regularly by Tenant.

2.5 MOVE-OUT CLEANING

Tenants have chosen one (1) of the following options regarding the Move-Out cleaning of the Premises:

Tenant agrees to pay a non-refundable "Move-Out Cleaning Fee" in the amount of \$Non-refundable Move Out Cleaning Fee prior to taking occupancy for professional move-out cleaning. This Move-Out Cleaning Fee is nonrefundable pursuant to RCW 59.18.285.

This "Move-Out Cleaning Fee" is an addition to any Cleaning, Damage and Security Deposit.

The Landlord is taking the non-refundable Move-Out Cleaning Fee for the purpose of having the Premises professionally cleaned upon vacancy of the Premises by Tenant. **This non-refundable Move-Out Cleaning Fee only includes cleaning, not property damage or removal of trash and other items.**

OR

Tenant shall have cleaned and restored the Premises to the condition the Premises were in at the time that the Premises were turned over to the Tenant, except for wear resulting from ordinary use of the Premises.

The term wear resulting from ordinary use of the Premises means deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition. Such wear does not include deterioration that results from negligence, carelessness, accident, or abuse of the Premises, fixtures, equipment, appliances, or furnishings by the Tenant, immediate family member, occupant, or guest. It does not in any way negate the Tenant's obligation to conduct maintenance and cleaning of the Premises.

Property damage, removal of trash or other items, and other move-out issues will be charged above and beyond this fee pursuant to the Cleaning, Damage, and Security Deposit Agreement. The expectation is that the Premises will have normal usage and will be cleaned regularly by the Tenant.

See the Cleaning, Damage, and Security Deposit Agreement for more information.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3

Policies and Procedures

3.1 NOTICES ADDRESSES

All notices to the Landlord must be delivered in person, by e-mail, or sent by mail to the Landlord's office at 1111 N. Forest St., Bellingham, WA 98225. Any notice to the Tenant shall be given by mail or delivered to the Tenant at the Premises.

Any general notices to the Tenant shall be delivered by email. E-mail transmission of any original document or notice shall be the same as the delivery of an original, provided that the document is sent to the Tenant's Representative at the email address provided.

Any Pay Or Vacate Notices, Ten-Day Notices to Comply for Material Breach of Agreement terms, or Notice of Non-Renewal/Termination shall be given pursuant to RCW 59.12.040.

3.2 KEYS

Keys, once picked up by the Tenant, are the Tenant's responsibility.

Tenant may never change locks, re-key, or add locks without the Landlord's written permission, except in an emergency such as a nighttime lockout, and the Tenant must immediately provide the Landlord with one (1) copy of any new key.

Any lost keys or additional keys that are needed will be provided at the Tenant's expense. Landlord has the right to correct any unauthorized changes in keys and locks at the Tenant's expense.

See the Deposit Agreement for additional information concerning lockouts.

3.3 ENTRY, INSPECTIONS AND SIGNS

Tenant shall not withhold consent to the Landlord to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or show the Premises or any part of the Premises to prospective or actual purchasers, mortgages, tenants, workmen, or contractors.

Forty-eight (48) hour notice of entry by the Landlord is required by law, except in the event the property is offered for sale or rent, when twenty-four (24) hour advance notice is required. If the Tenant gives

express permission or if there is an emergency, no advance notice is required. Violation of the Landlord's right to enter may result in damages of \$75.00 per violation and attorney's fees pursuant to RCW 59.18.150.

The Tenant shall also allow the Landlord to place a "FOR RENT" sign or banner in the unit or on the deck of the unit during times in which either the Tenant's unit or a unit within the building is available for rent. Tenant(s) also agree that the Landlord may begin showing the Premises to prospective Tenant as early as 180 days before the Lease Expiration Date.

3.4 PARKING

Most of the parking at our properties is first-come, first-served for tenants, unless otherwise noted in this section. If you have questions about parking at your building, please contact your property manager.

Parking for <<Unit Address>> is Parking Types.

Any specific parking rules are noted here: Parking SpecificsRules.

All parking must comply with local ordinances. For example, the City of Bellingham prohibits parking on lawns (BMC 11.33.185) or sidewalks and blocking driveways or garages, etc. (BMC 11.33.060).

Failure to comply with parking rules may result in fines and/or the vehicle being towed at the Tenant's expense.

3.5 VACATION OF PREMISES

This Lease expires at **NOON** on the Lease Expiration Date identified above.

The Premises shall be clean and ready for inspection, and the keys returned to the Landlord, all prior to NOON on the Lease Expiration Date.

Prompt vacation of the Premises is of the utmost importance because the Landlord has a tenancy commencing immediately after expiration of this term lease.

Vacating the Premises prior to the Lease Expiration Date shall not sever the Tenant's responsibility for rent and may result in forfeiture of all deposits, as well as the Landlord pursuing other legal recourse. Tenant agrees that if he/she remains in possession of the Premises after the Lease Expiration Date as stated, Tenant will pay a daily rental rate of \$500 thereafter.

Tenant shall remain liable to the Landlord for all damages, inconvenience, and expense related to such holdover after the Lease Expiration Date.

Tenant shall have cleaned and restored the Premises to the condition the Premises were in at the time that the Premises were turned over to Tenant, except for wear resulting from ordinary use of the Premises.

The term wear resulting from ordinary use of the Premises means deterioration that results from the intended use of a dwelling unit, including breakage or malfunction due to age or deteriorated condition. Such wear does not include deterioration that results from negligence, carelessness, accident, or abuse of the Premises, fixtures, equipment, appliances, or furnishings by the Tenant, immediate family member, occupant, or guest. It does not in any way negate the Tenant's obligation to conduct maintenance and cleaning of the Premises.

Tenant shall have repaired or remedied to Landlord's satisfaction any damage to the Premises or furnishings related to Tenant's tenancy. The Tenant shall advise Landlord of any damage to the Premises not mentioned upon receipt of the Move-In Checklist received at the beginning of the tenancy.

3.6 PET POLICY

NO PETS OF ANY KIND, EVEN TEMPORARILY, are allowed in the Premises without the Landlord's written consent, which may be withheld in the Landlord's sole discretion.

Any violation of this rule will result in a 10-Day Notice to Comply, and/or a \$75 lease violation fee at the discretion of the Landlord. If the non-refundable fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the Cleaning, Damage, and Security Deposit.

Payment of a pet fee or additional deposit shall not limit damages assessable to the Tenant. If permission for a pet is granted, it shall be evidenced by a Pet Agreement attached hereto.

Service animals or emotional support animals (ESAs) do not require Landlord consent; however, Tenants are required to submit a written statement from a qualified professional verifying the need for the service or emotional support animal before occupying the unit.

3.7 MAXIMUM OCCUPANCY

The Premises shall be used as a residence by the undersigned Tenant with no more than Number of Adults In Unit adult(s) and Number of Children In Unit child(ren), and for no other purpose, without the written consent of the Landlord. Occupancy by guests staying over three (3) days will be considered to be in violation of this provision without advance permission of Landlord.

A fee of \$75 will be charged for a violation, which is due and payable immediately. If the fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit.

In the event that an individual Tenant moves out of the Premises prior to the Lease Expiration Date, it does not relieve them of obligations under this Lease.

The Landlord will consider a replacement occupant, but that person must apply to the Landlord and meet the Landlord's approval. It is the Tenant's responsibility to find a roommate if they need to replace someone who moves out.

The Premises shall be limited to the number of permanent beds necessary to house the number of occupants described above. All beds shall be located within bedrooms only and not anywhere else within the Premises.

3.8 ROOMMATE PARTNERSHIPS

When entering into a roommate tenancy, each roommate is equally responsible for his/her own actions, as well as the actions of the other roommates, visitors, and guests.

Hammer Properties NW does not mediate disputes between roommates.

3.9 SMOKE DETECTORS AND FIRE ALARM SYSTEMS

Tenants acknowledge, and the Landlord certifies that the Premises is equipped with smoke detectors as required by RCW 43.44.110 and that the detectors have been tested and are operable as of the execution of this Lease Agreement.

It is the Tenant's responsibility to maintain all detectors as specified by the manufacturer, including the replacement of batteries, if required. No items will be hung on or cover the smoke detectors at any time.

Failure to properly maintain the detectors can result in punishment, including a fine of not more than \$200.00 pursuant to RCW 43.44.110.

If a detector is not working, Tenant agrees to inform the Landlord immediately in writing.

Some units may be equipped with fire suppression systems. These systems will be inspected and serviced periodically. Nothing should be covering or hung from the sprinkler heads or alarms.

3.10 CARBON MONOXIDE DETECTORS (CO)

Tenant's acknowledge, and the Landlord certifies that the Premises are equipped with a Carbon Monoxide (CO) detector and that the detectors have been tested and are operable as of the execution of this Agreement.

It is the Tenant's responsibility to maintain all detectors as specified by the manufacturer, including the replacement of batteries, if required. Failure to properly maintain the detectors can result in punishment. No items will be hung on or covering the CO detectors at any time.

If a detector is not working, Tenant agrees to inform the Landlord immediately in writing.

3.11 APPLIANCE INVENTORY

Inventory: Appliances and other items included within the Premises: <<Appliances Included>>.

Tenant agrees to use reasonable diligence in the care and protection of any items included on the Premises, maintain the items in a clean and sanitary condition, and free from any nuisance, rubbish, and infestation resulting from the Tenant's actions or inactions.

If Tenant has questions about the care of items included with the Premises, please contact Hammer Properties NW.

3.12 MAINTENANCE, REPAIRS OR ALTERATIONS

The Premises have been inspected and are accepted by Tenant in the present condition, AS-IS, WHERE-IS. It is the responsibility of the Tenant(s) to notify the Landlord immediately of any needed repair or unsafe condition existing around or in the Premises, including but not limited to: cracks in the foundation, cracks in plaster, moisture in walls and ceilings, buckling sheetrock or siding, or any leaks.

If the Tenant fails to immediately notify the Landlord of visible problems, which result in damage to the Premises, then the Tenant becomes liable for cost of resultant damage.

All repairs necessary to maintain the Premises shall be done by

or under the direction of the Landlord, at the Landlord's expense, except those caused by negligence or acts of the Tenant, which repairs shall be made at the sole cost of the Tenant. Such repairs shall be made to conform to the original condition of the Premises at the time the Tenant took possession.

While the Landlord will repair normal wear and tear items, the saying "you broke it, you fix it" applies to the Tenant, and it applies during tenancy as well as the end of tenancy.

Examples of maintenance items that tenants will be charged for include, but are not limited to:

- 1) clogged, jammed, or seized garbage disposal
- 2) clogged sink or shower drains
- 3) clogged or flooding toilets
- 4) tripped electrical breakers needing to be reset
- 5) burnt-out lightbulbs

In addition, if Tenant calls for maintenance for which no such maintenance is needed (false call), Tenant will be charged for the service call.

Tenants will be charged the cost of a repair person's service call at a minimum rate of \$75 per person per hour (minimum one hour), plus materials.

Any repairs, including labor, material, and parts used, which are the responsibility of the Tenant, must be pre-approved in writing by the Landlord.

LANDLORD WILL BE THE SOLE JUDGE AS TO WHAT REPAIRS ARE NECESSARY.

Tenants are not authorized to make any changes to the property's systems, including, but not limited to, plumbing, heating, electrical, and door locks, without prior written authorization from the Landlord.

Landlord shall have no obligation to repair any defective condition, nor shall any defense or remedy be available to the Tenant, where the defective condition complained of was caused by the Tenant(s), or any other person acting under control or direction of the Tenant, or where the Tenant unreasonably fails to notify the Landlord of the condition or allow the Landlord access to the Premises for purposes of the repair.

Tenant shall be responsible for all broken glass. Tenant shall not paint, re-wallpaper, or otherwise redecorate or make alterations to the premises without the written consent of the Landlord. If written consent is given, such changes will be at the expense of the Tenant and shall become part of the Premises and the owner's property upon termination of this Lease and tenancy.

Tenant shall not permit any act or thing deemed hazardous by the Landlord due to potential risk of fire or which will increase the rate of insurance on said Premises.

In case the Premises or surrounding areas shall be damaged by fire, wind, rain, or other cause beyond the control of the Landlord or the Tenant, then the Premises shall be repaired within a reasonable time at the expense of the Landlord; and in case the damage is so extensive as to render the Premises unfit for human habitation, the rent shall cease until such time as the Premises will be put in repair. In case of total destruction, the rent shall be paid until the time of destruction, and from thenceforth this Lease Agreement shall cease and come to an end.

In the event the damage is caused by the Tenant or someone in the Premises by reason of the Tenant's permission or consent, there shall be no reduction of rent, and the Tenant shall be liable for all costs of repair. **Tenant understands that he/she will not receive any rent reductions, adjustments, or other compensation due to repairs or interruption of service except as provided by law.**

3.13 HUMIDITY, VENTILATION & MOLD

In the Pacific Northwest, there is an increased risk of high humidity and mold growth due to a higher frequency of wet weather.

Tenant acknowledges that:

- Mold can grow if Premises are not properly maintained.
- Moisture may accumulate inside the Premises if not regularly aired out and vented, especially during the rainy season.
- If moisture accumulates, it can lead to mold growth.
- Even a small amount of moisture can cause mold growth.
- Moisture accumulation and mold growth can cause property damage.
- Landlord has provided and complied with the requirements of RCW 59.18.060(13).

To maintain healthy indoor air quality and reduce the chances of mold or microbial growth in units, humidity must be kept within normal levels of 30-60% humidity. Using ventilation systems is the easiest way to regulate humidity.

Tenants must take the following steps to keep the unit's humidity within normal levels:

- Keep the Premises clean
- Use exhaust fans for at least 30 mins whenever showering, doing laundry, cooking, dishwashing, or cleaning. Longer showers may require longer fan run times to remove excess moisture.
- Clean and dry any wet surfaces. For example, condensation on the inside of windows or bathroom surfaces.
- Use dehumidifiers, especially in moisture-prone spaces, like basements.

If Tenants have used the exhaust fans and ventilation methods provided and are still experiencing high levels of humidity, please file a maintenance request. We need to verify that the ventilation methods are working as intended or if they require some repair or improvement.

If Tenants discover mildew or mold growth due to increased humidity, they must take the following steps as prescribed by the EPA:

1. Clean the area with soap (or detergent) and water. This is more effective than bleach. Dry the area.
2. Ensure that any ventilation systems are working. If the fan isn't working, please file a maintenance request, and we will inspect and repair it, if necessary.
3. If the mold returns despite using the ventilation systems, please file a maintenance request and include pictures of the mold growth. We will evaluate the issue and inspect to see if other conditions are contributing to the moisture issues. These issues can include plumbing and roof leaks.

3.14 LIVING SPACE BELOW GRADE

Some of our units have living and/or sleeping spaces that are below grade; for example, basements or partial walk-outs. These spaces tend to have higher humidity levels due to their location.

If you have a health condition, like asthma or allergies, that may make you more sensitive to higher humidity levels or other irritants, we strongly suggest that you don't rent a unit that has living space below grade.

We ask that you thoroughly assess whether renting space below grade is the right choice for you and your health.

Tenant confirms and acknowledges that below-grade living is not for everyone, and living in such conditions provides for a higher risk of elevated moisture and humidity levels, and Tenant may have to take more affirmative actions to address humidity.

3.15 RENTER'S INSURANCE

Renter's insurance is required at all properties. All Tenants shall provide written proof of coverage prior to being given keys to the Unit.

Renter's insurance should cover personal possessions from loss due to fire, water, burglary, vandalism, theft, or other causes, and other claims, such as temporary housing or moving costs.

Landlord is not liable for any such loss or damage, except as provided by law.

3.16 ASSIGNMENTS AND SUBLETTING

Tenant shall not assign this Lease or sublet any portion of the Premises without prior written consent of the Landlord.

If approval is given, there will be an administrative handling charge of \$500.00 paid by the outgoing Tenant at the time of signing for services in transferring or assigning this Lease to another Tenant.

Any assignee or sublet tenant shall be required to submit a rental application to the Landlord. Such an application shall be processed in the same manner as a new tenant's application and is subject to applicable application fees.

In a sublet agreement, the original Tenant remains liable for any rents or other charges unpaid under the original terms of the Lease. Landlord shall at all times have knowledge of any person who occupies the Premises.

A completed application must be submitted and approved **PRIOR** to move-in. A lease violation fee will be charged for a violation of this provision, which is due and payable immediately and shall constitute a breach of the Lease. If the fee is not paid, Tenant hereby authorizes it to be deducted from the Cleaning, Damage, and Security Deposit at the end of the lease term.

3.17 SECURITY

Tenant agrees and acknowledges that the Landlord shall not provide and shall have no duty to provide any security services to the Tenant or guests.

Tenant shall rely solely on the public police force for security protection.

3.18 ABANDONMENT

Abandonment shall exist when the Tenant clearly indicates by words or actions, the vacating of the Premises and intention not to resume tenancy. The Landlord may immediately enter the Premises and take possession of the Tenant's remaining personal property and remove it to a reasonably secure place at the Tenant's expense

in accordance with the Washington State Landlord-Tenant Act.

Abandonment shall not sever the Tenant's liability for rent. In addition, Tenant will be charged for costs incurred by the Landlord to re-rent the Premises and for other costs as provided by law.

Tenant agrees to notify the Landlord in writing of an absence from the Premises of more than seven (7) days no later than the first day of such absence. Such failure to notify will be construed as abandonment.

Abandonment will result in forfeiture of the entire security deposit, and Tenant will be liable to pay the full rent amount for the duration of the lease or until the landlord is able to relet the property, whichever is shorter.

3.19 CRIMINAL ACTIVITY OR CONVICTIONS

Tenant, their immediate family member, occupant or guest under Tenants' control: (1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Premises; (2) shall not engage in drug-related criminal activity on or near the Premises, including but not limited to, the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in the Controlled Substance Act [21 U.S.C. 802]; (3) shall not facilitate, use, or permit the Premises to be used for criminal or drug-related criminal activity; and (4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Landlord, Landlord's Agent, other tenants or the Leased Premises.

Landlord and Tenant agree that these provisions are reasonable and material to this lease.

Violation of the above provisions shall be a material and irreparable violation of the Lease and good cause for termination of tenancy. See section 5.1 Eviction.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4

Rules & Responsibilities

4.1 NOISE LEVELS

Right to Quiet Enjoyment: Neither the Tenant nor their guest(s) shall commit or permit anything to be done that will disturb or interfere with the rights, comforts, or convenience of other Tenants. Tenant must act and require all guests in the Premises or surrounding areas to act in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

No loud or unnecessary noise is permitted at any time in the Premises or areas surrounding the property. All radios, TVs,

stereos, musical instruments, and so forth are to be operated at a volume that will not disturb the neighbors or be heard outside the unit or Premises.

Any violation of these rules will be considered a valid complaint, and fines will be applied in accordance with section 2.4 Fines and Charges, in this lease.

4.2 PARTIES

Loud and/or large parties are not allowed. Parties can cause significant damage and result in increased liability insurance for the Landlord.

Any violation of this provision will result in a lease violation fee and/or eviction.

If the non-refundable fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit at the end of the lease term.

Absolutely no kegs shall be present on the Premises. In addition, there shall be no large distribution of alcohol through any means.

4.3 ROOF ACCESS

The Tenant or guests of Tenant **under no circumstances** may access the roof areas of the building for any reason, or conduct any activity that requires you to cross the threshold of any house window or use a device to climb onto the roof.

There is to be **absolutely no items placed on the roof at any time**. This is a serious safety violation that could result in serious injury or death if someone were to fall.

If anyone is seen on the roof, there will be a lease violation fee and/or eviction.

If the non-refundable fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the Cleaning, Damage, and Security Deposit.

4.4 SMOKING

This unit and building are designated as nonsmoking.

NO PERSON IS PERMITTED TO SMOKE IN THE UNIT OR 30 FEET FROM THE BUILDING AT ANY TIME.

*****A LEASE VIOLATION FEE and/or EVICTION WILL BE ENFORCED FOR A VIOLATION OF THIS PROVISION*****

If the non-refundable fee is charged and not paid, the Tenant hereby authorizes it to be deducted from the deposit. Smoking of any kind is prohibited, and smoking includes but is not limited to the following: marijuana, cigarettes, e-cigarettes, vaping, hookah pipes, etc.

4.5 BARBECUES, OPEN FLAMES AND FIRE PITS

A gas barbecue is allowed outside of the building but must not be used within five feet of any part of the exterior of the building. Charcoal barbecues are not allowed unless approved in writing by the Landlord.

Besides gas barbecues, no open flames of any kind, including, but not limited to, candles, incense burners, and fire pits, are allowed within 30 feet of the building. Additionally, any activity must

comply with local ordinances and fire codes.

Built-in interior fireplaces are not to be used unless they comply with local ordinances and fire code and are authorized for use in writing from the Landlord.

4.6 CARE OF THE YARD AND EXTERIOR OF BUILDING

Unless otherwise noted in Section 2.2 Utilities, Tenant agrees to maintain the yard/lawn associated with the Premises on a regular basis. Such yard maintenance shall include regular mowing of the yard and tending to landscaping and flower beds. Tenant shall maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds. If the yard is not maintained, it will be done professionally at the Tenant's expense (the cost of lawn care), in addition to a \$75 fee for each occurrence. Maintenance of landscaping shall include any parking strips that adjoin the Premises.

Despite who is responsible for yard and landscaping maintenance, Tenant agrees to keep all outside or covered areas of the Premises clean, free of debris, including trash, cans, bottles, broken furniture, non-operating vehicles, etc. This includes, but is not limited to, all common areas included with the property that the Premises are a part of.

No furniture intended for indoor use, including, but not limited to, upholstered furniture, dining tables and chairs, and mattresses, shall be used or stored outside the unit or on the property

If the Premises are not kept clean and free of debris, it will be cleaned professionally at the Tenant(s) expense in addition to a \$75 fee for each occurrence.

4.7 RAILINGS, DECKS, GATES AND FENCES

No items that are weight-bearing, including, but not limited to, bicycles, hammocks, and flower boxes, shall be attached to the exterior of the building, deck rail systems, hand rails, gates, deck, or fences. The cost of any damage resulting from the tenant's misuse will be charged to the tenant.

4.8 WINTERIZATION

It is the Tenant's responsibility to utilize winterization precautions during cold weather, which should at a minimum include the following:

- (1) Leave the heat turned on and set at a minimum of 60 degrees.;
- (2) Leave the cupboards doors open beneath the bathroom and kitchen sinks;
- (3) Allow heat to circulate into all rooms;
- (4) Do not close off utility rooms and bathrooms; and
- (5) Notify our office if you will be away from home for more than seven (7) days.

If you are not able to comply with any of these directions, notify the Landlord immediately. In the case of a power outage or loss of heat, contact the Landlord immediately. If you suspect that a pipe has frozen, contact the Landlord immediately. In the event there is failure to comply with these recommendations and subsequent damage is caused by inadequate heat inside the Premises, including but not limited to broken water pipes, it is considered negligence

and the cost for repairs will be the sole responsibility of the Tenant.

4.9 CONDITION AND USE

Tenant agrees to use reasonable diligence in the care and protection of the Premises, maintain the Premises in a clean and sanitary condition, and keep the Premises free from any nuisance, rubbish, and infestation resulting from the Tenant's actions or inactions.

Tenant accepts the Premises in its present condition as suitable for use as a private dwelling. Tenant shall not remove any furnishings from the Premises.

No portion of the Premises shall be put to any commercial use.

All storage of items in the Premises must be limited to household items; this includes a strict prohibition on flammable items and motor vehicles.

The Premises will not be used for any unlawful purpose, and the Tenant shall promptly fulfill and comply with the requirements of all governmental authorities regarding the tenancy of the Premises. Growing of marijuana within or around the Premises is strictly prohibited.

4.10 SURGE PROTECTOR USE REQUIRED

Required Use of Surge Protectors: All electronic items, including but not limited to: Computers, Stereos, Radios, Televisions (all types), Game Consoles, DVD Players, Printers, Monitors, shall be plugged into a surge protector. The Owner and Landlord assume no responsibility for damage or destruction of personal items within the Premises. Renter's insurance is required; see section 3.15 Renters Insurance.

4.11 GENERAL RULES

Compliance with all rules: Tenant agrees to comply with and conform to any and all rules and regulations governing the Premises, including those stated in the Lease, all attached Addendums, or as amended, adopted, or as posted notices on the Premises.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

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General Clauses & Disclosures

5.1 EVICTION

Landlord may terminate tenancy if: the Tenant fails to pay rent or comply with a material term of this Agreement, commits waste, maintains a nuisance, is declared a sex offender, is convicted of a crime, engages in drug related activity on the Premises or engages

in unwanted sexual advances or acts of sexual harassment directed at staff or other tenants or breaches any other provision of the Residential Landlord Tenant Act (RCW 59.18, et al).

5.2 INDEMNIFICATION AND HOLD HARMLESS

Landlord shall not be held liable for any damage or injury to the Tenant, or any other person, or to any personal property in the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of the Landlord.

The Tenant agrees to indemnify, defend, and hold Landlord, its employees, and its agents, harmless from any and all claims and expenses, including reasonable attorney's fees and costs, and litigation-related expenses arising out of said injury or damage, however occurring, on or about the Premises.

Tenant shall immediately notify the Landlord, in writing, of any dangerous conditions associated with the Premises

5.3 ATTORNEY'S FEES/VENUE/SEVERABILITY

In the event legal counsel is engaged to enforce or interpret any of the terms or provisions of this Lease Agreement, including but not limited to unlawful detainer proceedings or even a small claims matter, the prevailing party shall be entitled to any award of reasonable attorney's fees and costs, process service fees, and reasonable collection/administrative fees.

Venue and jurisdiction in any legal action pertaining to this Lease Agreement shall be in Whatcom County, Washington, where this Lease is considered to have been negotiated and entered, regardless of the physical location of the Premises.

The provisions of this Lease Agreement shall be deemed to be severable. The invalidating of any one provision by a court of competent jurisdiction shall not invalidate any other provision.

5.4 AGENCY DISCLOSURE

Tenant acknowledges that a licensed real estate broker is involved in this transaction. In addition, the Premises may be owned in whole or in part by the license broker.

At the signing of this agreement, the appointed broker, Nikki Quinn is the Owner's agent and represents the Owner exclusively. There is no option for dual agency or dual representation in this matter.

For this transaction, the Landlord, or anyone on Landlord's behalf, does not represent the Tenant in any real estate capacity. Landlord is not giving any real estate advice to Tenant. Tenant hereby acknowledges that they have been advised that they should seek their own professional advice, including consulting an attorney regarding the Premises and the terms of this Agreement.

Tenant acknowledges being provided a Real Estate Agency Disclosure Brochure, "Real Estate Brokerage in Washington", by the licensed agent who represents Hammer Properties NW and / or Owner(s) of the Premises.

5.5 LEAD-BASED PAINT DISCLOSURE

The property Built Before 1978 - was or was not built before 1978.

If the housing was built before 1978, the Landlord has no knowledge of lead-based paint hazards in the Premises and the Landlord has no reports or records pertaining to lead-based paint and / or lead

based paint hazards in the Premises.

If the Premises were built before 1978, the Tenant acknowledges receiving the pamphlet entitled "Protect Your Family From Lead in Your Home".

5.6 MOLD DISCLOSURE

During the 2005 legislative session, the Washington State Legislature approved a bill that requires landlords to notify their tenants about mold. Engrossed Senate Bill (ESB) 5049 (See especially Section 2 (12) (Effective 7-24-2005).

The following information can be obtained from the Washington State Department of Health (DOH) either electronically or in printed form.

Materials (Any one of the following documents will fulfill the notification requirements of Senate Bill 5049).

- DOH web page, "Got Mold"
- Links to two sites for mold information in Spanish:
 - From California Department of Health Services, "Moho en Mi Casa: Que Hago? (Mold in My House: What do I do?)"
 - From University of Minnesota: "Molds – Your Safe Home" – in Spanish.
- EPA document "A Brief to Mold, Moisture and Your Home." This document is available in English and Spanish, both online and at 1-800-438-4319.

5.7 OWNERSHIP

This Premises may be owned in whole or in part by a licensed real estate broker, brokerage firm, or salesman, licensed by the State of Washington. If so, this disclosure satisfies RCW 18.86 requirements to make such disclosure.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6

Sign and Accept

6.1 ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the parties and may only be modified in writing and signed by all parties. It is expressly understood that this Agreement is between the Owner and each signatory individual severally and jointly.

If more than one individual has signed this Agreement, each signatory shall be jointly liable hereunder for payment and

performance of all obligations of the Tenant, including any arising during any extension, renewal, or hold over periods. All persons signing as Tenant, including Tenant's guarantors, are collectively referred to as Tenant.

Service of any notice or demand upon Tenant shall constitute notice to all others listed as Tenant(s) and all other occupants at the Premises. Notices of breach of this Agreement issued by the Landlord shall not release the Tenant from liability for the full performance of obligation hereunder.

THIS IS A BINDING LEGAL AGREEMENT. PLEASE TAKE THE TIME TO READ AND UNDERSTAND ITS TERMS BEFORE SIGNING:

This Agreement supersedes any previous lease agreement entered into by the parties in reference to the property described herein.

All provisions listed herein will be construed to comply with the applicable law in the state where the Premises is situated.

Each individual executing this Agreement on behalf of the Tenant, acknowledges receipt of a copy of said Agreement and its attachments, and hereby guarantees payment and performance of all obligations of Tenant under this Agreement, including all obligations to pay costs and reasonable attorney's fees, and to remain bound in the event of any extension, modification, holdover, subletting or assignment of any portion of the Agreement obligations to third parties, unless expressly released in writing, signed by the Landlord.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same instrument.

Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original, including signatures by counterpart.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed