

"Driven to reduce turnover"



Sound Tenement LLC 3.8 Lease Agreement (1 of 13)

This Apartment Lease/Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

WHEREAS, Lessor/Sound Tenement LLC is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee/Tenant is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein:

This Agreement is made and entered \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the following named person(s) \_\_\_\_\_

\_\_\_\_\_ herein called the LESSEE(s)

Lessor an Agent of Sound Tenement LLC, Michael P Jones, shall be referred to as LESSOR(s) (who shall be granted the Landlord status as defined in law, hereinafter called LESSOR) and Tenant(s), Lessee(s), shall be referred to as LESSEE(s). As consideration for this agreement, Sound Tenement LLC: Lessor agrees to rent, lease to Lessee(s) and Lessee(s) agrees to rent, lease from Lessor for use solely as a private residence, the Premises located at 3846 D Pl SE Apt No. \_\_\_\_ in the city of Auburn, County of King, Washington, 98002. Only the above-mentioned Lessee(s) shall occupy the Premises. Lessee(s) shall use the Premises for Residential purposes only and for no other purpose without Sound Tenement LLCs prior written consent. No adults other than those identified in this paragraph are permitted to reside in the Property. A person occupying the Property substantially as a living or sleeping place for more than 7-days in 1 months (4 weeks) is presumed to be residing in the Property & needs to sign a lease or per-day fee of \$25 per guest. Identity of children & ages who will be occupying Property:

Term of Apartment Lease, Rental Agreement

Term: Lessor leases to Lessee(s) the Property for the term beginning and ending as described below. This rental, agreement terminates at **10:00am U.S. Pacific Time**, on the ending date described. A lease for a term of \_\_\_\_ months beginning date: \_\_\_\_\_, 20\_\_\_\_ Ending date: \_\_\_\_\_, 20\_\_\_\_ @ 10am PST

If the Beginning date above is an other day of the month other than the first, than this agreement shall be considered prorated consistent with the RENTAL PERIOD paragraph above on the second month.

Sound Tenement LLC Phone: 415-797-7606 Email: [Soundtenement@gmail.com](mailto:Soundtenement@gmail.com)

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Prorated Second Month's Rent: The prorated rent from the commencement of this Rental Agreement to 1st day of the following month is \$ \_\_\_\_\_, which amount shall be paid:

- \_\_\_\_\_With the rent payment due for second month of this Rental Agreement.

If a Lease for a term greater than one year, have all signatures notarized and attach a legal description of the Property to this lease as an addendum.

1. Hold-Over Tenancy: If, at the termination of the agreement, the Lessee remains in possession with consent of the Lessor after the termination, and if the Lessee(s) pays rent accepted by the Lessor during such possession, this agreement shall be deemed converted to a month-to-month rental without further action by either Lessor or Lessee(s) and the same terms conditions as this Agreement, subject to Lessor's right to amend with proper notice.. The conversion of the rental agreement to a month-to-month tenancy after the ending date is not automatic. The Lessee(s) cannot remain in the Property beyond the termination of this rental agreement unless the Lessor has given specific written consent, or unless the Lessor accepts rent after the termination. Unless the Lessor has given specific written consent to continue the tenancy on a month-to-month basis, the Lessee(s) must vacate by the termination date and time; without such written consent from the Lessor, the Lessee(s) bears the risk of eviction if the Lessor does not accept further rent. Among other things, Lessor may require, as a condition of consent, that the Lessee(s) pay rent in advance for the holdover tenancy, or make an additional security deposit. If the tenancy becomes a month-to-month, all security deposits shall remain on deposit with Lessor until the tenancy is terminated; other terms of this agreement shall also remain in effect, subject to change after notice as provided in the Residential Landlord-Tenant Act of 1973 as amended.

2. Payment of Rent: Lessee shall pay Sound Tenement LLC rent of \$ \_\_\_\_\_, per month, as well as RUBS, payable in advance or on the 1st day of each month. If the 1st day of the month falls on a Sunday or legal holiday, the rent will be due on the next business day. Payment by Check, Money Order, or Cashiers Check is acceptable. Since it is unwise for anyone to keep or carry cash around in quantities, we require that you pay your rent by check, money order, or Cashiers check. Payable to Sound Tenement LLC & mailed to: PO Box 88852 Tukwila, WA 98138. You will be protected and so will we. All NSF checks will be subject to a \$50.00 fee and **personal checks will no longer be an acceptable method of payment.** Lessee must thereafter secure a Money Order or Cashiers Check for payment of rent. If any rent payment check is dishonored (NSF) by the Lessee's bank, the Lessee(s) in addition to paying NSF fee, Lessee(s) shall pay \$40.00 for occurred late fees and \$10.00 for each day thereafter until the payment is made in full. Lessee(s) must thereafter secure a money order or cashiers check for payment of rent for the rest tenancy.

3. Rent: Lessee(s) is expected to pay your rent on the 1<sup>st</sup> with a 4-day grace period. For example, rent due on the 1<sup>st</sup> and must be paid by 2pm on the 5<sup>th</sup>, or late fees apply. Payment must be actually be received by the 5<sup>th</sup>, not merely posted marked by the 5<sup>th</sup>. If you anticipate being late beyond that for any reason whatsoever, please let us know beforehand. If you do not, we will assume that you are deliberately avoiding payment, and we will immediately serve you with a statutory 3 Day Notice to Pay or Vacate, which starts eviction proceedings for non-payment of rent. Sound Tenement LLC shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Lessee(s) agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of \$100.00 for any occurred cost for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

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4. Rent: Is due to Sound Tenement LLC at PO Box 88852 Tukwila, WA 98138. Rent shall be at the above address by 2pm on the 5<sup>th</sup> day or considered LATE. If payment is late, Lessee(s) shall pay \$50.00 and \$10.00 for each day thereafter until the payment is made in full. Acquiescing in late payments shall not deem the late payment charge a policy. Both a late payment charge and NFS fee shall be deemed an item of additional rent and part of the rent due for the Premises. Rent may be increased with a 30 days written notice when tenant is not a leaseholder. RCW 59.18.140

5. All Monetary rent payment are applied in the following priority regardless of what any check may say in the memo line:

1. Cleaning/security/damage fees or deposits
2. Other fees
3. Pet fee
4. Utility reimbursement
5. Rent

6. Accounting method of oldest charge are paid first applies: LATE CHARGES MAY APPLY if your rent check is not sufficient to cover all rents due as applied in above order of payment application, even if your tendered payment is at or above the monthly rental amount. Notwithstanding the foregoing, Lessor/Sound Tenement LLC may issue a 3 Day Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

7. Utility Charges: Paid for by Lessee:    x   electricity,    x   sewer,    x   water, upon monthly water reading. Common-meter will be billed using Ratio Utility Billing System (RUBS). Lessee(s) must pay amounts charged for utilities with rent. Payments absent from rent are considered late. Lessee(s) will be charged SERVICE FEE for utilities under (RUBS). Sound Tenement LLC is entitled to use Lessee(s)' security deposit to recover unpaid utility charges upon move-out. Sound Tenement LLC, Lessor is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, Lessee(s)' lack of utility payment or other damages.

a. Lessor is not liable for failure to provide service or any losses or damage as results of utility outages, interruptions, and fluctuations, Lessee(s) lack of payment or otherwise. Lessee(s) must secure power when available. Lack of electricity is a breach of the terms of this Agreement and Sound Tenement LLC may take legal action to terminate this Agreement in such case.

b. Lessee shall be responsible for having all utilities they are responsible for disconnected on the day Lessee(s) delivers the Premises back unto Lessor upon termination or expiration of this Rental Agreement.

8. Security Deposit & Fees: replenishment: The Lessor in Lessor(s) unrestricted election may apply the security deposit or any part of it to cure or partly cure defaults in rent or other delinquencies, including but not limited to repair of damage, on the part of Lessee(s) during or after the tenancy, but Lessor is not required to do so. If Lessee(s) defaults, Lessor may continue to hold the security deposit to secure future performance while seeking other remedies for the default.

a. Security Deposit: If the Lessor applies the security deposit or any part of to cure Lessee(s) defaults or delinquencies during the tenancy, the Lessor shall notify the Lessee of the amount and purpose of the application. The Lessee(s) shall promptly replenish the security deposit so that the balance is restored to at least the amount specified in the lease. The amount needed to restore such balance shall be payable not later than the first day of the month following the notice.

b. Security Deposit: Lessee(s) agrees to pay the sum of \$ \_\_\_\_\_ as a security deposit. The security deposit shall be kept in an account with Boeing Employee Credit Union (BECU), whose address is: 12770 Gateway Dr., Tukwila, WA 98168. BECU's business phone number is 800-233-2328. Lessee(s)

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liability is not limited by the amount of the deposit. Any refund will be by a single check payable to all individual Lessee(s) and they shall apportion any refund among themselves. Lessors itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Lessee(s) forwarding address within 21-days after termination of this Agreement and vacation of the Premises, conditioned upon the following: Lessee(s) shall have complied with all the conditions of this Agreement.

c. Non-Returnable Fee: The minimum sum of \$\_\_\_\_\_ is to be retained by the Lessor as non-refundable fee (not a security deposit), and will not be returned for any reason. This is for administrative and basic business cost Liability is not limited by amount of the deposit or the non-returnable fee. Additional costs will be forwarded to the Lessee(s).

9. LESSEE(S) PROVIDED FALSE OR INACCURATE INFORMATION: Misstatement on the rental application is a breach of the terms of this Agreement and Sound Tenement LLC may take legal action to terminate this Agreement in such case. It is agreed that should Lessor subsequently discover any misstatements of fact in the Lessee(s)' application, such misstatements shall be deemed a material and incurable breach of this Rental Agreement and shall entitle Lessor to serve Lessee(s) with three-day notice terminating the tenancy under RCW 59.12.030(6)

10. TERMINATION OF TENANCIES: Lessee(s) understands that this tenancy shall terminate at 10am on the last day of occupancy. Any notice of termination of this Agreement, shall be by written notice of at least 20-days before the end of any monthly rental period, given by either party to the other. Lessee shall be liable for additional rent as provided for in RCW 59.18.310. Any items left behind in the unit by the Lessee(s) after termination of tenancy will be handled as required under RCW 59.18. Parties other than Sound Tenement LLC, Lessor, which shall be assessed at its actual cost. Lessor's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges. Any refund from deposit as by itemized statement shown to be due to Lessee(s), shall be returned within the statutorily dictated number days after termination of this tenancy and vacating of the premises. The calculation of the days begins at ACTUAL transfer of the property thus it is the Lessee(s) responsibility to make said transfer clear and unambiguous or the Lessor must assume Lessee(s) have not yet surrendered possession. If repairs and itemized costs cannot be ascertained with the required number of days, a good faith estimate will be prepared and set within that required time and a final amount may be adjusted on a final accounting. Refund will be mailed to all Lessee(s) with a single check at their last known address (or such other single address as they provide for Lessor/ Sound Tenement LLC. Lessee(s) they shall apportion any refund among themselves. No interest will be paid on any deposits.

1. Refund to Roommates/Co-Lessee(s): In case of multiple Lessee(s), the security deposit shall not be returned until the final Tenement on the agreement has vacated, and Lessor reserves the right to issue any refund check in the name of all Lessee(s) that remain parties to this agreement at its termination regardless of who were parties to this agreement at its inception or who paid any or all of the deposit, or to the last remaining Lessee(s). It is Lessee(s)' sole responsibility to allocate any refunded amount between themselves.
2. Prepayments: Lessee(s) has made a prepayment of last month's rent of \$\_\_\_\_\_ (if not so indicate). Lessee(s) is required to pay any difference between the prepayment and actual last month's rent if rent has increased before the last month of tenancy. Lessee(s) remain responsible for any Pro Rata share of the rent in the event the Lessee(s) remains in sufferance after the final day of the tenancy.

Returning Key(s): Lessee(s) acknowledges and agrees that if the Lessee(s) vacates but fails to return keys or otherwise dispositive return possession to the Lessor by providing ACTUAL knowledge of vacating and surrendering possession, the statutory period for providing the final disposition report and any refund due to Lessee(s), has not begun to run until such time as the lessor can determine with actual knowledge that the Lessee(s) has the legal right to take

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possession of said premises. It is the lessees'(s) responsibility to not leave the Lessor guessing as to whether or not the Lessee(s), has actually vacated with intent not to return.

3. If proper notice is not given, Lessee(s) will responsible for the next month rent pursuant to 59.18.310
4. Walk Through Of Premises: Must be scheduled prior to move and during office hours. Failure to schedule or complete a walk through is the fault of the Lessee(s) and Lessee(s) agree said failure shall result in forfeit of all rights to contest charges. Lessee(s)
5. Lessee(s) understand that this tenancy shall terminate at **10am U.S. Pacific Time** on last day occupancy. It is Lessee(s) obligation to have the premises vacant and thoroughly clean by that hour.

11. Damage: Lessee(s) 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). Lessee(s) shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Lessor, throughout the term of this Agreement and upon surrendering the Premises to Lessor. Lessee(s) will bear the cost of any cleaning or repair performed by Lessor to restore the Premises to the condition indicated on the attached Property

Condition Checklist, except for wear resulting from ordinary use of the Premises. Lessee(s) is responsible for rent lost by Lessor while performing repairs and, or cleaning because of failure to comply with the foregoing. Lessee(s) shall clean and restore the Premises to it former condition, less wears and tears from normal usage. Lessee(s) agrees that soiling; staining or dirt is not normal wear and tear.

14. After-Hours Lockout Clause: If Lessee(s) misplaces keys to the rented Premises, Lessee(s) are to contact a locksmith to allow entry at their own expense. If no locksmith is available actual charges for the cost of service will be billed. Sound Tenement LLC or offsite management reserves the right to charge a "lockout fee" at any time and onsite management reserves the right to do so after hours, not to exceed \$100 and to be payable upon entry. Management does not guarantee lock out service to be available.

The Property does not have: Does not have an emergency notification plan for its occupants. Does not have an emergency relocation plan; does not have an emergency evacuation plan. Does not have a fire sprinkler system.

The Property does have: Does have a battery fire alarm system. Does have a smoking policy. NO SMOKING ON THE PROPERTY. Does have a pet policy. NO PETS; A pet is defined as anything that's fed.

15. Delivery Of Premises: If for any reason whatsoever Sound Tenement LLC, Lessor does not deliver possession of the Premises on the commencement of the term of this Agreement, rent shall be pro-rated until such time as Sound Tenement LLC, Lessor 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 Sound Tenement LLC, Lessor be liable to Lessee for damages caused by failure to deliver possession of the Premises

16. Use/Assignments or Sub-Letting: Lessee(s) 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. Lessee(s) 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. Changes in occupancy are not permitted

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without the prior written approval from Sound Tenement LLC and at the Lessors sole discretion. In the event that Lessee(s) contemplates a change in occupants or marital status during the term of this Agreement, no such change shall modify this Agreement unless Lessor consents. A person occupying the Property substantially as a living or sleeping place for more than 7-days in 2 months (8 weeks) is presumed to be residing in the Property & needs to sign a lease or per-day fee of \$25 per guest. Lessee(s), who have guests that have access keys and who are permitted to stay in the unit without accompaniment of said lessee, must be screened and approved by the Lessor at the Lessee(s) expense.

- a. Change to occupancy is not permitted without the prior written approval of Lessor at the Lessor sole discretion. In event that Lessee(s) contemplates a change in occupants or marital status during the term of the Agreement no such change shall modify this Agreement unless Lessor consents thereto and prepares a revised rental Agreement and /or addendum, which shall be signed by all Lessee(s).
- b. Lessee(s) shall comply fully with all municipal, county, and state codes, statues, ordinances and regulations pertaining to the use district in which the Premises are located.

17. Attorneys Fees/Venue & 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 includes prejudgment interest at the judgment rate from the date of default. 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. Lessee(s) shall pay all reasonable attorney's fees arising from any action necessary by the Lessor to enforce any part of this Agreement. Nothing in this paragraph shall be construed to require the Lessor to complete and prevail in legal action for purposes of charging the Lessee(s) for notices or partial legal proceedings lawfully initiated when the breach is subsequently corrected by the Lessee(s)

18. Notifications: The Lessee(s) agrees to comply with any of following notice upon delivery and pay the corresponding notice service fees at cost authorized by RCW 59.12.030.

19. Non-Waiver Of Breach & Severability: The failure of Sound Tenement LLC, Lessor 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. Lessee(s) further agrees that acceptance of rent by Lessor from Lessee(s) or any person or entity on the Lessee(s) behalf shall not be construed in any way as a waiver of Lessor's right to enforce a previously issued notice under RCW 59.12 or use actions of the Lessee(s) or Lessee(s)' guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice authorized by RCW 59.12.

20. Rental Premises, Storage And Parking: The Premises consist of the interior of the apartment. Regardless of whether they are assigned for tenant 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. Lessee(s) is licensed to use one parking space per unit. All parking spaces are open. Lessee(s) should not expect no more

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than one parking space at anyone time. No parking space is guaranteed to Lessee(s). Lessee(s) recognizes that his, her storage of any personal property on the Premises is at his, her own risk. Lessee(s) hereby recognizes that Sound Tenement LLC, Lessor is not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside the Lessors control. This includes parking lot, and all common areas. Lessee(s) shall not use Sound Tenement LLCs maintenance storage.

21. Hold-less, Liability, Actions By Third Parties, Personal Protection: TO The fullest extent permitted by law, Lessee(s) hereby agrees that Lessor and Sound Tenement LLC Agent(s) will be held free and harmless from and all loss, claim or damage by reason of any accident, injury, or damage/theft to any person or property occurring on or about the premises, due to fire, water, or element or natural event, theft, vandalism, or act by another Lessee(s) unless such accident, injury or damage shall be cause by negligence of Lessor, Sound Tenement

LLC Agent(s), family, servants, invitees and or employees and imposed by law. Lessor disclaims any warranties or representation that it will be liable to Lessee(s) use, Lessee(s)' family, agents, invitees, employees, or servants for any damages or losses to person or property caused by Lessee of the property or other persons. Lessee(s) understands that Sound Tenement LLC, Lessor and its legal representatives do not guarantee, warrant, or assure Lessee(s)s' personal security and are limited in their ability to provide protection. Harassment or intimidation of a Lessors, guest, or Sound Tenement LLC is prohibited. Lessee(s) are responsible for all damages caused by negligence of Lessee(s)s', its guests and invitees. Lessee(s) understands that any proactive steps Lessee(s) has taken are neither a guarantee nor warrant that there will be no criminal acts or that Lessee(s) will be free from violent tendencies of third persons. Lessee(s) has been informed and understands and agrees that personal safety and security are Lessee9s) personal responsibility.

22. Attractive Nuisances: Lessee agrees 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. Lessee(s) agrees to have items dismantled and stored in a safe condition. Sound Tenement LLC, Lessor determines what a nuisance is.

23. Renters Insurance: Lessee(s)s' responsible for all damage caused to the Premises as a result of the negligence of Lessee, its guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily.

a. Renters Insurance Is Required: Lessee agrees to obtain insurance protecting the Premises from loss or damage caused by Lessee(s), Guest or Lessees, Guest negligence and understands that any insurance that Sound Tenement LLC maintains is not for the benefit of Lessee. **A minimum of 25 thousand dollars of liability coverage needs to be obtained.** Lessee is required to provide Certificate of insurance before occupying unit, and again at lease renewal. Lessee(s) is in breach of agreement without renters insurance.

24. Integration & General Terms: This agreement and its addendum are the final and entire agreement. No oral agreements have been entered into with respect to this Agreement. All modified exceptions to this Agreement shall be in writing, signed by Lessee and Lessor. Each Lessee(s) is jointly and separately liable for each provision of this Agreement. Lessee(s) of legal age may to enter into this Agreement. All obligations hereunder are to be performed in the County and State where the Property is located.

25. The Damages: Are such that Lessee(s) occupancy can be continued, Lessor shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Lessor opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Sound Tenement LLC elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Lessee(s), but in all other respects the terms and provisions hereof shall continue in full force and effect. Should

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repair necessitate Lessee(s) vacates the Premises for a period of time, Lessee(s) is obligated to vacate as instructed by Sound Tenement LLC and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if the Lessee(s) causes damages. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Sound Tenement LLC, Lessor, 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 Lessee shall immediately vacate. In such case, Lessee(s) shall pay rent pro-rata through the day Lessee(s) vacates the Premises. All payments outstanding longer than 20-days will be submitted to collection agency and may affect future credit.

26. Summary Of Funds Received & Due

Item	Charge Amount	Amount Received	Balance	Balance Due Date
First Months Rent	\$ _____ +RUBS		\$	
Last Months Rent (if applicable)	N/A	N/A	N/A	
Pro-Rata Rents	\$	\$	\$	
Non-Refundable Administration Fee	\$	\$	\$	
Refundable Security Deposit	\$	\$	\$	
Other Payments (describe)	N/A	N/A	N/A	
TOTAL	\$ _____ +RUBS		\$	

27. Set Offs: The Lessee(s) understands that they will receive no rent reduction, adjustments, or compensation due to repairs or interruptions of service expect as provided by law.

28. Made payable to: (Unless Otherwise Notified)

Sound Tenement LLC  
P.O. Box 88852 Tukwila, WA 98138

29. The Damages: Are such that Lessee(s) occupancy can be continued, Lessor shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Lessor opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Sound Tenement LLC elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Lessee(s), but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Lessee(s) vacates the Premises for a period of time, Lessee(s) is obligated to vacate as instructed by Sound Tenement LLC and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if the Lessee(s) causes damages. In the event that the Premises or the Property are so

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Additional Documents Required To Be Attached To This Agreement And, Or Addendum; Initials Are Acknowledgement Of Receipt By Lessee.

1. \_\_\_\_\_ Lease signed and copy given (required \*RCW 59.18.065)
2. \_\_\_\_\_ Rules & Regulations (required ST)
3. \_\_\_\_\_ Tenant Insurance Addendum & Proof of Rental Insurance (required ST)
4. \_\_\_\_\_ Puget Sound Energy (PSE) Start/Stop service Application (required ST)
5. \_\_\_\_\_ Puget Sound Energy (PSE) Financial Authorization Form (required ST)
6. \_\_\_\_\_ Ratio Utility Billing Service-RUBS Informational/Billing Addendum (required ST)
7. \_\_\_\_\_ Property Condition Report-Checklist A or B
8. \_\_\_\_\_ Deposit Receipt for Cash (required \*RCW 59.18.063)
9. \_\_\_\_\_ Mold Addendum to lease-Mold Answers (required \*RCW 59.18.060.13)
10. \_\_\_\_\_ Lead Based Paint & Lead –Base Paint Hazards Disclosure (pre 1979 Properties)
  - a. \_\_\_\_\_ Lead Based Paint Pamphlet (per 1978 Properties)

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, and Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessee(s) acknowledges receipt of federally approved pamphlet on lead poisoning prevention.

11. \_\_\_\_\_ Washington Fire safety notice (required \*RCW 43.44.110)
  - a. \_\_\_\_\_ Check & test smoke detector
  - b. \_\_\_\_\_ Check fire extinguisher charge

Smoke Detection Devices, Fire Safety and Protection Information: Smoke detection device(s) are: Battery operated. It is the responsibilities of Lessee(s) to maintain all smoke detection devices, including replacement of any batteries. Lessee(s) shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Lessee(s) failing to comply with the provisions can be fined up to \$200.00 in accordance with RCW 43.44.110, WAC 212.10.050. Lessee's(s) initials at the end of this page indicate that all smoke detection devices in the Premises are in proper working order as of the date of this Agreement. Lessee(s) also agrees to test the smoke detector for proper operation once a month and report any malfunctions to Sound Tenement LLC in writing.

12. \_\_\_\_\_ Carbon Monoxide Detector Addendum (required \*RCW 19.27.530)
  - a. \_\_\_\_\_ Check & test carbon monoxide detector

Carbon Monoxide Detection Devices: The above described carbon monoxide detection device(s) are: battery operated. Carbon monoxide detectors are required, & provided. It is the responsibility of Lessee to maintain all carbon monoxide detection devices. Lessee shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices. Additionally, if liability or damage occur because of a Lessee's(s) failure to maintain the unit, you leave yourself open to potential lawsuits and liability (see WAC 212-1-050). Lessee's(s) initials above 12(a) indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement.

13. \_\_\_\_\_ Water Heater 120 Degree (required RCW 19.27)

Water-Heater Requirements: PURSUANT TO RCW 19.27, the State of Washington requires that upon occupancy, the Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher

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than a 120 degrees Fahrenheit. Lessee acknowledges that, if accessible, Lessee(s) has inspected the hot-water heater and does not believe it to be set higher than 120F.

14. \_\_\_\_\_ Smoke Free Addendum (required \*ST)
15. \_\_\_\_\_ Bedbug Addendum (required \*ST)
16. \_\_\_\_\_ Crime Free/Drug Free Rental Addendum (required \*RCW 59.18.550,.510)
17. \_\_\_\_\_ Satellite Dish Addendum (required \*ST)
18. \_\_\_\_\_ Drain Addendum (required \*ST)
19. \_\_\_\_\_ Military Clause Addendum to lease (As needed)
20. \_\_\_\_\_ Co Signer Agreement (As needed)
21. \_\_\_\_\_ Pet Addendum/service provider verification of service animal (As needed)

Pets And Animals: Except for service animals as defined in the law, no animal, fowl, fish, reptile, and, or pet of any kind shall be kept on or about the Premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the Sound Tenement LLC. In the event laws are passed or permission is granted to have a pet and, or animal of any kind, an additional deposit in the amount of \$1000.00 shall be required along with additional monthly rent of \$50.00 along with the signing of Sound Tenement LLC, Lessor Pet Agreement. Lessor also agrees to carry insurance deemed appropriate by Sound Tenement LLC, Lessor to cover possible liability and damages that may be caused by such animals.

22. \_\_\_\_\_ Safety Addendum

Lessees'(s) Obligations and Conduct: Lessee(s): By Initialing, you acknowledge all the all of these requirements unless the Lessor has written N/A for Not Application or SAA for See Attached Addendum.

\*RCW=Revised Code Washington \*ST= Sound Tenement LLC

Lessee(s) Shall:

1. Pay all rent on time.
2. Execute all revised Apartment Lease, Rental Agreement upon request.
3. Maintain the Property in a clean, safe, and sanitary condition including but not limited to both private and common areas such parking area, patio, lanai and storage areas, furnishings, appliances, floor coverings, draperies and blinds and smoke/CO detectors in state of good maintenance and clean and sanitary condition. Keep sidewalks, hallways and entryways free and clear of obstruction, clutter and debris such as but not limited to brooms bikes, or toys.
4. Report any violations of lease to Sound Tenement LLC in a timely manner.
5. Properly use and operate electrical, heating, plumbing, and other appliances on the Property.
6. Turn-off Water, then report water leaks or overflow of any kind: toilet, faucet, water pipes, water heater, sink, washing machine or dishwasher to Lessor shall be notified immediately.
7. Take all reasonable precautions to prevent the presence of mold or mildew in the Premises. Exhaust fan in the bathroom must be used. Notify Lessor of mold or mildew.
8. Reimburse Lessor promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Lessee(s), their invitees, family, or guests. Lessee(s) shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Lessor.
9. Be responsible for any damage caused by the use of tacks, nails, or adhesives on walls, woodwork.
10. Exercise proper noise level for the peace and enjoyment of other Lessees'(s) in the building. The level of noise created by any Lessee(s), within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other Lessee(s)'s unit between the hours of 9pm and 9am.
11. To not intentionally or negligently modify, destroy, deface, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances. This includes but is not limited to,

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additions, painting or improvements to premises, re-keying or changes or adding of additional locks, addition of burglar alarms, telephone or cable T.V. jacks, installation of any wires, cables or aerials for radio, cable, television, WIFI, or satellite purposes on the roof or other parts of Premises without the prior written approval of Sound Tenement LLC or it's Agent. In event such constant is given, all such alterations or additions shall be made at sole expense of Lessee(s) and shall become the property of Lessor and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises.

12. Properly dispose of all rubbish; garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures required by the City of Auburn and to assume all cost of extermination and fumigation for infestation caused by Lessee(s) and take all reasonable steps to keep and maintain the property free of all infestation. All garbage, and other waste shall be properly disposed in the trash bin or taken to the transfer station at the Lessees'(s) expense.

13. Assume all cost of extermination and fumigation for infestation caused by Lessee. Including but not limited to BED BUGS. (Bedbug Addendum)

14. Remove all chairs, toys, equipment, or other items from the common area at the end of each day.

15. In order to prevent breakage of pipes; maintain heat and use the correct temperature needed for maintenance of the Premises.

16. Allow Lessor to display for rent or for sale signs during a tenancy and show unit for rent.

17. Allow Lessor permitted to enter the Premises at reasonable time. (Proper notice shall be given.)

18. Lessee is personally liable for any guests who Lessee invites onto the Premises or Property.

19. To maintain a uniform look, only whites curtains and, or blinds are acceptable window coverings. No blankets, sheets, or any other types of window covering. No Plastic sheets over any windows.

20. Notify and deliver to management any legal notice received from any person or governmental agency that relates to the Property.

21. Lessee(s) shall keep the premise free of illegal drugs on the Premises. Lessee(s)s' agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other Lessees or endanger the health, safety, or well-being of any Lessee, family member, guest or invitee resident at the Property or adjacent properties.

22. Comply with any trespass admonishments issued by Lessor. To ensure the safety of all Lessee(s) and their authorized guests, Lessor expressly reserves the right to exclude persons who are not authorized residents from the Premises, including all common areas, parking areas and hallways. Lessee(s)s' and their guests may not invite or allow anyone who has previously received a trespass admonishment onto the Premises for any reason. A Lessee (or guest of a Lessee) who knowingly invites or allows previously admonished person onto the Premises without the written authorization of Sound Tenement LLC shall be deemed to have materially violated the terms of this Agreement. In addition to any other lawful basis, Agent may issue a trespass admonishment to exclude from the Premises or Property any person, whether a Lessee(s), occupant, invitee or other third party, who refuses to identify him or herself as a tenant, occupant, or guest of a specific Lessee.

Lessee(s) Shall Not:

23. Shall not operate non-electric space heaters;

24. Shall not store or use fireworks of any kind anywhere on the Property

25. Shall not burn candles or use incense in the apartment. Our apartments are soot free apartments.

(If soot should causes a need to repaint, then the whole security deposit will be forfeited for soot damage)

26. Shall not disable the smoke detector (\$200 fine: RCW 43.44.110(4) WAC 212.10.050)

27. Shall not disconnect or relocate, any appliance.

28. Shall not make any alterations, additions or improvements to the Premises.

29. Shall not change or add additional locks or knobs on ANY doors or giving out duplicated keys.

30. Shall not paint or wallpaper any surface.

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31. Shall not install an air conditioner in any window.
32. Shall not use aluminum foil to cover drip pans on stove; doing so may burn out an element. If you to use the foil and an element burns out you will be responsible for repair cost.
33. Shall Not install or change telephone or cable T.V. jacks, change or install any wires, cables or aerials or television purposes on the roof or other parts or the building, without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Lessee(s) and shall become the Property of Lessor and remain in, and be surrendered with, the Premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises and the Property.
34. Shall not install a waterbed without written approval of Sound Tenement LLC.
35. Shall not use water or water faucets outside of apartment (i.e. no washing cars, filling pools, watering plants, cleaning deck/patio).
36. Shall not use of any Grill, Hibachi, or Smoker within 10ft. of any building or overhang.
35. Shall not make repairs to any vehicle while on Property. Vehicles on blocks are prohibited. No mechanical work shall be allowed except for interior cleaning, replacement of small parts such light bulbs, adding of fluids such as oil or antifreeze, changing of tires. All work shall be cleaned up and completed same day.
36. Shall not install a satellite dish without written approval of Sound Tenement.
37. Shall not grow medically approved or other marijuana in or around the Premises; Limit supply for own medical purposes per RCW 69.51A.040; shall not smoke, vaporize anywhere inside Premises, nor in any unauthorized outside areas.
38. Shall not store bicycles or personal effects in common areas (under stairs, on grass, in parking lot) or areas of the dwelling such as patio, lanai or hallways, which are open to public view, unless Owner has specifically approved such item.
39. Shall not store more than 200lbs of firewood or other material on the patio, lanai.
40. Shall not store any hazardous material including but not limited to unreasonable amounts of flammable materials, asbestos, petroleum and petroleum by-products, old batteries, or paint on the Premises or Property. Any behavior or procession that would increase presents insurances rates.
41. Shall not hold garage sales, yard sales or other sales on the Premises without written consent.
42. Shall not display signs or placards on or about the Premises or Property that are visible to the public; except as otherwise permitted by law.
43. Shall not intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances or permit any member of Lessees family, invitee, licensee, or any person under Lessees control to do so, and agree to promptly notify Lessor of any such damage that occurs.
44. Shall not store a vehicle (running or not) on the Property. Each vehicle must be used on a regular basis. Inoperable vehicles may not be brought on the Property. They will be towed at Lessee(s)' expense. No parking is reserved unless it in the leases. All parking is OPEN.

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Partial Invalidity: Nothing contained in this Agreement shall be construed as waiving any of the Sound Tenement LLC or Lessee rights under the law. If any part of this Agreement shall be in conflict with the law, ONLY that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

Receipt Of Agreement: The undersigned Lessee(s) has read and understands this Agreement and hereby acknowledges receipt of a copy of this Rental Agreement. Lessee(s) agrees that violation of any of the above Apartment Lease, Rental Agreement constitutes grounds for eviction and, or other legal action by the Owner, Lessor, Agent. This addendum is incorporated into the lease executed or renewed this day between Owner, Lessor, Agent and Lessee, Tenant.

No Agreement can cover everything. Sound Tenement LLC has the primary or principal interest in everything concerning Property at 3846 D Pl SE Auburn, WA 98002 over all Lessee(s) and shall remain as such throughout the life of this Agreement.

Michael P. Jones \_\_\_\_\_ Lessor \_\_\_\_\_ Date  
\_\_\_\_\_  
\_\_\_\_\_ Lessee \_\_\_\_\_ Date  
\_\_\_\_\_  
\_\_\_\_\_ Lessee \_\_\_\_\_ Date  
\_\_\_\_\_  
\_\_\_\_\_ Lessee \_\_\_\_\_ Date

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