

WASHINGTON LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into this ____ day of _____, ____ by and between **C. A. BIANCO, INC., a Missouri Corporation** as Owner and/or Managing Agent for the Apartment Community of **Lakeside Landing Apartments**, (hereinafter referred to as "Owner") and _____, (hereinafter referred to as "Resident"), with regard to the following facts:

1. Lease of Premises. Owner hereby agrees to lease to Resident, certain premises commonly described as apartment _____ located in _____ County at, _____ Washington, (hereinafter referred to as the "Premises"). The initial term is _____ months beginning on the _____ day of _____, _____ and terminating on the _____ day of _____, _____, and continuing on a month-to-month basis thereafter. If the rental agreement continues on a month-to-month basis, the rent will be adjusted to a new rental rate that is the current market rate at the time of the month-to-month tenancy plus an additional month-to-month charge. Resident will be notified of the new rental rate at least thirty (30) days prior to rent increase.

2. Use of Premises. The Premises shall be occupied solely for residential purposes only with a total of _____ persons, comprised of _____ adults and _____ minors. No greater number of persons may reside therein without the prior written consent of Owner. Persons residing therein fourteen (14) days or longer shall be considered additional occupants, at Owner's option. No business may be conducted on or about the Premises. The Premises shall be occupied only by: (List all adults and minors _____) _____ and no others.

(initial) **3. Termination of Tenancy.** Unless the Resident or Owner gives twenty (20) days written notice to vacate or terminate tenancy prior to the expiration of the initial term, this Lease shall automatically become a month-to-month tenancy, in which event Owner or Resident may terminate the month-to-month tenancy by giving written notice of the intention to terminate at least twenty (20) days before the end of each monthly rental period. If Resident gives notice to terminate during the last twenty (20) days of any such monthly rental period, Resident shall be required to pay rent for the following month. The Resident cannot give proper notice to terminate during the initial lease period. Resident understands that if Resident is given a notice to pay or comply or vacate and chooses to vacate the unit during the period of the notice, that the Resident shall remain liable for the rent through the end of the lease term or the next month in the case of a month-to-month tenancy.

(initial) **4. Lease Amount and Payment.** The rent for the Premises for the term of this Lease shall be _____ (______). All payments shall be paid in equal monthly installments on or before the first day of each calendar month. Monthly rent for the Premises shall be _____ (______). Other charges, which may be incurred by way of addendum, are considered additional rent and are subject to the same terms and conditions of "Rent" as outlined in this Lease. A month-to-month premium may be charged on non-renewed leases.

Prorated rent for the first and last month's rent shall be determined upon date of move-in and move-out, if applicable.

Resident agrees that, should any amount for utilities and/or any other services (or amounts owing, including but not limited to any fees, deposits, or damages) governed by any addendum to this Lease or rental agreement become delinquent, Owner has the right to apply any and all monies received from the Resident (or from any other person or entity paying money to the Owner on the Resident's behalf for any purpose), including but not limited to payments for rent, and notwithstanding any restrictive endorsement or memorandum on such payment, first to the delinquent utilities, repairs, deposits, fees or service bills and then to apply any remaining portion of such payment according to any restrictive endorsement or memorandum on such payment.

5. Addenda to Lease/Entire Agreement. This Lease sets forth the entire agreement between the parties with respect to the matters set forth herein, notwithstanding the contents of any prior agreement, assumptions, advertisements, warranties or representations by any person or entity. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements, advertisements, warranties or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, should Resident hold over after the expiration of the Lease term on a month-to-month holdover basis, Owner may change any provision of this Lease without the consent of Tenant in the manner prescribed by Washington State law. The following exhibits as checked and any addenda hereto are made a part hereof and incorporated into this Lease as if fully set forth:

- | | | | |
|-----------|--|-----------|---|
| ____X____ | Community Policies (Exhibit A) | ____X____ | Crime Free/Drug Free Addendum (Exhibit I) |
| ____X____ | Utility Addendum (Exhibit K) | _____ | Concession Agreement (Exhibit H) |
| _____ | Reserved Parking/Garage Policies (Exhibit C) | ____X____ | Mold Notification Addendum (Exhibit L) |
| _____ | Pet Agreement (Exhibit D) | ____X____ | Key Addendum (Exhibit M) |
| _____ | Co-signer Agreement (Exhibit E) | _____ | Other _____ |

(initial) **6. Security Deposits.** Owner hereby acknowledges receipt of Resident's deposit in the amount of _____
(_____) (hereinafter referred to as the "Security Deposit"). This sum is deposited to insure Resident's compliance with the terms, conditions and provisions of this Lease. The Security Deposit shall be held by Owner in trust at US Bank, whose address is 7811 S.E. 27th Street, Mercer Island, Washington 98040. If such funds on deposit draw interest, any such interest shall be deemed additional rental and retained by Owner.

(initial) **7. Security Deposit Refund.** Upon termination of this Lease and Resident's vacation of the Premises, the Security Deposit shall be returned to Resident if the following conditions have been met: (i) the term of the Lease was completed or Resident occupied the Premises for a minimum of six (6) months, whichever was longer. Any termination during the initial lease term shall cause the complete Security Deposit to be forfeited and no part of it shall be returned to the Resident or credited against any amount owing by the Resident for rent, other charges, cleaning, damages or repair (ii) proper notice was given; (iii) payment of all rental and other charges was made; (iv) a forwarding address was given to the Resident Manager; (v) the apartment, including the appliances were cleaned to professional apartment industry standards and/or to original condition; (vi) the Resident repaired and restored damage to the Premises, fixtures and appliances, normal wear and tear excluded. Resident understands and agrees that any cleaning, repair or replacement due to smoke damage from any source, including cigarettes, shall not constitute normal wear and tear and all such costs shall be charged to the Resident, and; (vii) Resident returned all keys to the Premises. Resident agrees that if any of the preceding conditions were not satisfied, Owner may deduct from the Security Deposit the appropriate costs. The following conditions apply to the Security Deposit:

- A. Any refund due will be issued to Resident.
- B. Resident shall not apply any portion of the Security Deposit against unpaid rental and/or service charges. Resident will be billed for costs in excess of the Security Deposit.
- C. Resident understands that Owner will provide an itemized statement reflecting any refund or retention of the Security Deposit.

(initial) **8. Service Charges.** Resident hereby acknowledges that late payment of rent or other sums under this Lease will cause Owner to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. The parties hereby agree that such late charges as outlined below represent a fair and reasonable estimate of the cost that Owner will incur by reason of the late payment by the Resident. Resident agrees installment payments are due and payable on the first day of each month. In the event of late payment, a late charge of FIFTY DOLLARS (\$50.00) will be charged on the 4th day of each month plus FIVE DOLLARS (\$5.00) per day thereafter until the installment payment is paid. Resident agrees all rent that is paid after the third (3rd) of the month is to be paid in the form of cashier's check or money order only and must include the appropriate late fee as stated above. Resident agrees to not attempt to make any payments for any charges in the form of cash. Resident agrees to pay a fee of TWENTY-FIVE DOLLARS (\$25.00) and late fees as stated above for each check returned unpaid. Any check returned to Owner unpaid must be immediately repaid by money order or cashier's check. Should Owner receive two (2) or more checks returned by its bank unpaid during any twelve (12) month period, Resident agrees to make all future monetary payments in the form of a money order or cashier's check.

(initial) **9. Non-Liability, Indemnification and Insurance.** To the extent permitted by law, Owner assumes no liability for injury to Resident or Resident's guests or invitees, except to the extent that such liability is the direct result of Owner's gross negligence. Owner assumes no liability for damage to Resident's personal property resulting from fire, theft, exposure to elements, water damage or other cause whatsoever. Resident agrees to accept the Premises in their present condition and to save and hold the Owner harmless from any claims or any damages arising out of or resulting from Owner's or Resident's negligence or for any defects in the Premises now or hereafter occurring. Owner and Resident acknowledge that no portion of the rent paid by the Resident under this Lease will be applied to the Owner's structural fire insurance and that the Resident is in no way a co-insured under any such policy, and that, in order to reduce the cost of insurance, the Owner has chosen to purchase fire and extended coverage insurance for the property for which the above rental agreement applies, with a deductible in the amount of FIVE THOUSAND DOLLARS (\$5,000.00). If Resident or any member of Resident's household, guest or invitee causes damages to the premises in an amount that is less than the amount of this insurance deductible, Lessee agrees to indemnify and reimburse the Owner for the amount of such damages, and that Resident may be liable for costs in excess of the deductible under any subrogation clause of the said policy. **OWNER STRONGLY RECOMMENDS THAT RESIDENT OBTAIN RENTER'S INSURANCE TO PROTECT AGAINST ANY LOSS DUE TO FIRE OR ANY OTHER OCCURRENCE.** Resident is required to provide to management proof of current renter's insurance for any aquarium of twenty (20) or more gallons.

(initial) **10. Entry by Owner.** Owner has the right at reasonable times to enter the Premises to inspect or to make repairs in compliance with applicable State Law. If Resident has requested repairs to the Premises, the request shall be deemed consent to enter the Premises for repairs or inspection. During the last month of the Lease, Owner has the right to show the Premises to prospective residents at reasonable times. Owner shall not be required to give any notice to enter in the case of emergency or to check if the Premises have been abandoned.

(initial) **11. Move-in Condition.** Resident acknowledges that Owner has provided Resident with a written, signed and dated Move-In/Move-Out Inspection Agreement (hereinafter referred to as "Inspection Agreement"). Within forty-eight (48) hours after delivery of possession of the Premises and receipt of the Inspection Agreement, Resident agrees to sign and return the Inspection Agreement to the Resident Manager with any inaccuracies noted thereon. Resident's failure to note any inaccuracies or to sign and return the Inspection Agreement shall constitute acknowledgment by the Resident that there are no defects or damages to be used by the Resident to offset any charges for cleaning, repair or replacement at the time of move out. Any defects or damages becoming apparent to Resident after return of the Inspection Agreement must be reported to Resident Manager by written notice. Any damages listed on the Inspection Agreement shall not be construed as an agreement by the Owner to repair or replace such items. All maintenance requests shall be completed by the Resident on a separate form. Failure to return the signed Inspection Agreement shall be grounds for termination of the tenancy without regard to any time passage between the time that the form is given to the Tenant and the date of the notice to comply by returning the signed-Inspection Agreement.

(initial) **12. Smoke Detector.** In accordance with Washington State Law, I understand that it is the responsibility of the tenant to be sure the smoke detection device (hereinafter referred to as "Smoke Detector") in the Premises is in working order, to test it periodically, replace batteries as needed, or report any malfunction promptly to the Owner.

(initial) **13. Utilities and Services.** Resident shall pay for all utilities and services serving the Premises and the deposits therefore, except _____ . Resident's failure to pay these utilities in a timely manner shall be considered a breach of this Lease and could lead to the termination of the tenancy.

14. Pets. No pets shall be permitted in the Premises, except as expressly provided in the Pet Agreement attached hereto. Prior to any pet occupying the Premises, the Pet Agreement must be executed by Resident as a condition of Owner's approval. Owner reserves the right to require the Resident to remove the pet from the Premises upon ten (10) days notice, at the sole discretion of the Owner.

15. Resident's Obligations. Any unlawful acts or damage of the Premises by Resident or any of Resident's family, guests, invitees or related parties can be considered a breach of this Lease and the regaining of the Premises by Resident Manager and/or the cost of any damage, destruction or breaches shall be Resident's responsibility. Owner's costs in making said repairs shall be payable by Resident as additional rent under this Lease.

Resident shall:

- A. Keep the Premises in a clean and sanitary condition;
- B. Promptly dispose of all garbage, rubbish and waste in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of fumigation and extermination of infestation occurring during the Resident's tenancy;
- C. Properly use and operate all electrical, heating, plumbing, and other fixtures and appliances and assume all costs to repair same resulting from misuse or abuse;
- D. Maintain the Smoke Detector in the Premises in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the Smoke Detector and providing replacement batteries as required. A fine of not more than TWO HUNDRED DOLLARS (\$200.00) may be imposed for failure to comply with these provisions of RCW 48.48.140(3). Failure to maintain the Smoke Detector is also grounds for termination of tenancy;
- E. Not destroy, deface, damage or remove any part of the Premises or permit any waste in, on or about the Premises;
- F. Never be disorderly, boisterous or commit unlawful acts or illegal activities or engage in any activity that could be considered a nuisance as defined in RCW 7.48.120;

(initial)

- G. Shall not disturb the rights, comforts or conveniences of other persons on or surrounding the Premises, including but not limited to causing noises from any source which are audible beyond the unit itself, and allowing any smoke from any source such as cigarettes to escape the unit through ventilation ducts, windows, fans or from the balcony or patio to other units. A violation of these requirements shall be grounds for termination of tenancy;
- H. Not use in a wasteful, unreasonable or hazardous manner any utilities furnished by Owner;
- I. Conform to all applicable provisions of the municipal, county and state codes, statutes, ordinances or regulations pertaining to use, occupancy or maintenance of the Premises and to all rules, regulations, and policies now or hereafter set forth by Owner. The Community Policies attached hereto and incorporated herein by this reference are a true and correct copy of the rules, regulations and policies of the Apartment Community regarding the use, occupancy or maintenance of the apartment;
- J. Not engage in drug-related activity on or about the Premises, nor allow a subtenant, sublessee, Resident, or anyone else to engage in drug-related activity on or about the Premises. Drug related activity shall include, but not be limited to, the possession or use of any controlled substance or drug paraphernalia;
- K. Upon termination and vacation, restore the Premises to their original condition except for normal wear and tear. Resident understands and agrees that any cleaning, repair or replacement due to smoke damage from any source, including cigarettes, shall not constitute normal wear and tear and all such costs shall be charged to the Resident;
- L. Store furniture, appliances or other personal property only in those areas designated by Owner; and
- M. Report promptly to the Owner any breakage, damage or needed repairs to any portion of the Premises, the building, or equipment therein, including, but not limited to, smoke detectors and other emergency call systems, and any leaks, standing water on floors or walls or water intrusion into the Premises. Failure to report such problems could make the Resident liable for all additional damages.

16. Alterations and Improvements. Resident shall make no alterations of, nor improvements to the Premises without obtaining Owner's prior written consent, including without limitation, painting, wallpapering, installation of permanent shelving and flooring, or changing of any locks. All alterations, additions and improvements made in and to the Premises shall become the property of the Owner and, at Owner's option, shall remain upon the Premises and be surrendered with the Premises, or, if Owner elects to have alteration or improvements removed, Resident shall be responsible for all costs to restore the Premises to their original condition.

17. Possession. Failure to deliver possession of the Premises at the time agreed upon by Owner shall not subject Owner to liability of any kind, including but not limited to any consequential damages.

18. Assignment and Subletting. This Lease is not assignable, transferable or otherwise alienable without the prior written consent of Owner. Resident shall not sublet any or all of the Premises without the prior written consent of Owner. Any sublet or assignment by the Resident, with or without the Owner's consent, shall not relieve the Resident of any liability under this Lease.

19. Default. In the event any action, suit or proceeding is instituted to enforce any provision contained herein, or to recover possession of the Premises, or to cause payment of any sums due hereunder, the prevailing party shall be entitled to all costs, expenses, prejudgment interest at the judgment rate from the date of the default, and reasonable attorney's fees to the extent permitted by the Washington Residential Landlord-Tenant Act or any other state law. Any breach of Resident's covenants, duties or obligations recited herein shall be deemed a material breach of this Lease.

20. Nonwaiver. Owner's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Resident further agrees that acceptance of rent by the Owner from the Resident or any person or entity on the Resident's behalf shall not be construed in any way as a waiver of Owner's right to enforce a previously issued notice under RCW 59.12 or use actions of the Resident or Resident'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. No custom or practice, which may develop between the parties in the course of tenancy, shall be construed to waive or to lessen the right of Owner to enforce any provision of this Lease.

21. Agent. Owner appoints the Resident Manager as its duly authorized agent to manage the Premises and to receive all demands and payment.

22. Notices. Any notice given by either party to the other shall be in writing. Notices may be either hand-delivered, posted, or sent by U.S. Mail prepaid. Notices to Resident may be mailed at the address of the Premises or the Resident's last known address; notices to Owner may be mailed to the address of the Resident Manager. Any notice received via e-mail, including requests for repairs, does not qualify as written form.

23. Destruction/Condemnation. In the event of destruction of the Premises or the building of which they are a part, or damage thereto by fire or any other casualty, Owner may, at its option, elect to terminate this Lease as of the date of destruction or damage. In no case shall Resident be entitled to compensation for damages on account of loss, annoyance or inconvenience resulting from such damage, destruction or repair therefore.

(initial) **24. Binding Effect Covenants.** Each individual Resident who signs this Lease is individually and jointly liable for full and faithful performance of all duties and obligations herein. This Agreement shall be binding upon Resident's heirs, representatives and assigns; Resident acknowledges that the rental application is a part of this Lease and by this reference incorporated herein.
25. Subordination. This Lease shall be subordinate and junior to any and all pre-existing and future liens and encumbrances, whether existing or to be existing, placed by Owner on the property of which the Premises are a part.

(initial) **26. Military Transfer.** In the event Resident is an active member of the United States military, and Resident has received orders transferring Resident to a new post of duty in excess of a thirty (30) mile radius from the Apartment Community, then this Lease will be terminated under the following conditions:

- A. Resident must provide a written notice of intent to terminate at least twenty (20) days prior to the end of the month. If said notice is received by Owner at least twenty (20) days before the end of the month, then this Lease shall terminate as if by expiration on the last day of the month in which said notice is given. If said notice is received by Owner during the last twenty (20) days of the month, then this Lease shall terminate as if by expiration on the last day of the month following the month in which said notice is given and in such event, Resident shall be required to pay rent through the lease expiration. If Resident is given orders of immediate deployment to combat duty, then no notice is required.
- B. Resident must provide a certified copy of the orders.
- C. Agreement applies only to permanent change of station (PCS) orders and combat orders. Early retirement and availability of base housing are not eligible for this termination agreement. Ineligible terminations will be subject to charges as outlined in the Lease.
- D. Security Deposit shall be returned under the aforementioned eligible lease terminations less any damages, unpaid rent or outstanding charges.
- E. Resident understands that if a concession was granted by Owner it was with the understanding that the entire lease term be fulfilled. If Resident should vacate the Premises prior to the expiration of the lease term for any reason, Resident agrees to reimburse Owner the concession value as stated in the Concession Agreement attached hereto.

27. Misstatements on Application. Resident has completed an application in connection with executing this Lease and for any required annual or interim recertifications, if applicable. Owner has relied upon the statements set forth in said application or recertification documents in deciding to rent the Premises to Resident. It is agreed that should Owner subsequently discover any misstatements of fact in the Resident's application or recertification documents, such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Owner to serve Resident with a three (3) day notice terminating the tenancy under RCW 59.12.030(6).

RESIDENT ACKNOWLEDGES THAT NO ORAL AGREEMENTS HAVE BEEN ENTERED INTO, AND RESIDENT HAS READ THIS LEASE, THE RULES AND REGULATIONS, AND ANY EXHIBITS HERETO ATTACHED BEFORE SIGNING.

DATED: _____, _____

RESIDENT: _____ **OWNER/MANAGING AGENT:**
C.A. Bianco, Inc.

By: _____

Name Printed: _____

Title: _____

COMMUNITY POLICIES EXHIBIT A

Welcome to a Bianco Properties Community. In any community it is necessary to establish some policies or guidelines to ensure that residents will enjoy their home. The policies established below are derived from Bianco Properties' management experience and are designed to help residents enjoy the community to the fullest possible extent. The policies are subject to modification by the management.

RECREATION FACILITIES

These facilities are available for use during the hours posted at your community. You are encouraged to use the facilities as they are for your enjoyment.

- Please observe pool and spa regulations established and posted at your community. These policies reflect local government ordinances.
- Pets, food or glass objects are not allowed in the pool area.
- Appropriate swimwear must be worn while using the pool or Jacuzzi.
- Consumption of alcoholic beverages is prohibited in these facilities.
- Persons under age must be accompanied by a parent or adult guardian while using the recreation facilities. Check the rules at your property.
- In order for residents to be able to use the facilities we ask that you limit your guests to two per apartment. Guests must be accompanied by a legally contracted resident.
- Identification may be requested by the management at any time to assure that only residents and their guests use the facilities.
- Management will not assume responsibility for your belongings while you use the facilities.
- We ask that you not enter the carpeted areas of the cabana with wet feet or swimsuits.
- Please observe the no smoking policy in the recreation facilities.

LAUNDRY ROOMS (If Applicable)

These facilities are furnished exclusively for our residents and are available for our residents during the hours posted. Care should be taken that no dye or caustic material be used in the machines. We are not responsible for damage to or loss of personal property.

PARKING AND MOTOR VEHICLES

- Guests should park only in areas specifically designated for visitor parking.
- Management reserves the right to **immediately** tow vehicles parked in areas or parking spaces not specifically designated for their use. Such areas include yellow curb areas, areas clearly marked "No Parking" and/or fire lanes, emergency access lanes, reserved and handicap parking spaces and anywhere parked vehicles obstruct dumpsters and/or walkways. Carports, if applicable, are considered reserved parking.
- Management may tow, with full immunity from damages resulting there from, any unauthorized vehicle on the property at the expense of the vehicle's owner.
- Resident agrees that vehicles improperly licensed, stored, parked, or inoperable for 24 hours are subject to towing at the expense of the vehicle's owner.
- When entering or leaving the community, you are requested to operate your vehicle at a reasonable speed.
- Automotive maintenance and repairs are not permitted on the property.
- Storage is not permitted in parking areas.
- There are not enough parking spaces to allow the storage of recreational vehicles, boats and trailers except with written permission by management.
- For your neighbor's convenience we request that you park your car head-in.
- Owners of cars with excessive gasoline, coolant or oil spillage will be responsible for the cost of asphalt clean up and/or replacement, and may be subject to towing.
- Noise levels must not interfere with the quiet enjoyment of others.
- There may not be sufficient parking spaces to allow more than 2 (two) cars per apartment to be parked in premium locations. Additional cars are to be parked in areas as designated by Management.
- No skateboarding or roller-skating on the premises.

INSURANCE

We strongly urge each resident to obtain renter's insurance to insure their personal belongings and to insure them against damage and/or injury caused by the resident and/or their guests negligence as stated in the Lease Agreement.

DECORATING

- No modifications of interior or exterior walls, shelves, or closets may be made, without prior written approval of management. Pictures, mirrors, etc., may be hung with devices that will not mar wall surfaces.
- Windows must show white to the outside - aluminum foil, signs, stickers or colored window treatments are not allowed.

PATIOS AND BALCONIES

- Please keep your sliding door and windows closed and locked when you are not home to protect against damage from rain.
- No flammable material may be stored on patio, balcony, stairwell or storage areas. Such storage is in direct violation of local fire codes and may carry civil or criminal penalties.
- Stairwells and entryways shall be left cleared for easy access to the apartments. Storage is prohibited in stairwells and entryways.

Initials _____

- Seasonal decorations may be installed or hung from patio areas, providing such decorations do not violate the insurance or county fire codes. Seasonal decorations are to be removed at season's end.
- Antennas, signs, wires, aerials, satellite dishes or ropes for clothes drying are prohibited on the roof, decks, or other parts of the building without written permission from the management.
- Only the following items are allowed on your patio or deck without written permission from the management: Outdoor/Patio furniture, flowers and exterior ornamentation.

LOCK AND KEYS

- It is necessary for management to have a key to your apartment in case of an emergency. Should you lose or misplace your door key, there will be a charge for each new key.
- New locks may not be installed without written permission from management and without first supplying management with a key.

GUESTS

- Visitation period by guests and family of any age is limited to two weeks without specific written permission from management.
- Residents are financially responsible for the actions of their guests.

APPLIANCES AND FIXTURES

- Washer/Dryers: If your apartment is furnished with a washer and dryer, do not use dye or caustic material in the machines. Please do not overload the washers or dryers. We are not responsible for damage of personal property. As a courtesy to your neighbors, please operate your washer/dryer only between 7:00 a.m.- 10:00 p.m.
- Washing machines, Dryers and Dishwashers should never be left unattended. The possibility of flood or fire exists from malfunction or misuse of these appliances.
- Dishwashers: Please do not overload and use only detergents made for automatic dishwashers.
- Disposals: Turn on cold water before starting your disposal and allow to run at least 15 seconds after grinding stops. To keep your disposal in good working order, do not grind bones, rinds or stringy foods. If your disposal stops, check the reset button on the outside of the unit.
- Refrigerators (Non frost free): Please do not use sharp objects to defrost your refrigerator, as they will puncture freezer walls.
- Water bed: Water beds are allowed only with written permission of management and only after furnishing management with proof of water bed insurance or renter's insurance.
- Water Heater: According to Washington State law the water heater in your apartment is set at 120F. Management will not change the setting to a higher temperature and we urge you not to change it.

TELEVISIONS, STEREO'S AND APPLIANCES

- Please respect the privacy of your neighbors with regard to loud appliances, televisions, stereos, radios and noisy parties. Management reserves the right to determine disturbing noise levels.

GENERAL MAINTENANCE

- Please report to the office needed repairs, as soon as possible. For fastest service, call the office early in the morning. After the maintenance person has completed the requested repair, he will leave a copy of the work order in the apartment. If Resident has requested repairs to the premises, the request shall be deemed to be a consent to enter the premises for repairs on inspection.
- Emergency maintenance is provided 24 hours a day. After office hours, call the management office to submit emergency maintenance requests.

We hope you will enjoy your new home to the fullest. We appreciate your cooperation in making our community a happy home. If you have a request, please contact your Resident Manager.

The above policies are subject to modification at any time.

RESIDENT:

OWNER/MANAGING AGENT:

C.A. Bianco, Inc.

BY: _____

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made and entered into this ____ day of _____, ____ by and between **C. A. Bianco, Inc., a Missouri Corporation** as Owner and/or Managing Agent for the apartment community of **Lakeside Landing Apartments** (hereinafter referred to as "Owner"), and _____, (hereinafter referred to as "Resident"), with regard to the following. Owner and Resident have heretofore entered into a Lease Agreement dated the _____ day of _____, _____, relating to Resident's occupation of Apartment No. _____

The parties desire to amend or add certain provisions to the Lease to clarify the relationship of the parties.

IT IS THEREFORE AGREED THAT THE FOLLOWING PROVISIONS SHALL CONSTITUTE ADDITIONAL TERMS OF THE LEASE AS SPECIFIED HEREIN:

CRIME FREE MULTI-HOUSING PROGRAM
CRIME FREE/DRUG FREE ADDENDUM
(Exhibit I)

1. Neither resident, nor any member of the resident's household nor a guest, nor other person under the resident's control shall engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 USC Section 802]).
2. Neither resident, nor any member of the resident's household, nor any guest, nor any other person under the resident's control shall engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Neither resident nor members of the household shall permit the dwelling unit to be used for, nor facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual is a member of the household, or a guest.
4. Neither resident, nor any member of the resident's household, nor a guest, nor another person under the resident's control shall engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance (as defined in RCW 69.41, 69.50 or 69.52), at any locations, whether on or near the dwelling unit premises or otherwise.
5. Neither resident, nor any member of the resident's household, nor any guest nor another person under the resident's control shall engage in any illegal activity, including prostitution (as defined in RCW 9A.88), criminal street gang activity (as defined in RCW 9A.36.041), including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent serious property damage, (as defined in RCW 9A.48.070 – 100).
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE OR RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease or rental agreement. There is no "good cause" requirement in Washington for lease terminations. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence. (Any violation of paragraphs 1 through 5 of this addendum shall be a nuisance and the landlord, or an agent of the landlord, may terminate the lease or rental agreement pursuant to RCW 59.12.030, Sub Section 5.)
7. In case of conflict between the provisions of this addendum and any other provision of the lease/rental agreement, the provisions of the addendum shall govern and supercede any other documents.

RESIDENT

OWNER/MANAGING AGENT

C.A. Bianco, Inc.

BY: _____

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made and entered into this ____ day of _____, ____ by and between **C. A. Bianco, Inc., a Missouri Corporation** as Owner and/or Managing Agent for the apartment community of **Lakeside Landing Apartments** (hereinafter referred to as "Owner"), and _____, (hereinafter referred to as "Resident"), with regard to the following. Owner and Resident have heretofore entered into a Lease Agreement dated the _____ day of _____, _____, relating to Resident's occupation of Apartment No. _____

The parties desire to amend or add certain provisions to the Lease to clarify the relationship of the parties.

IT IS THEREFORE AGREED THAT THE FOLLOWING PROVISIONS SHALL CONSTITUTE ADDITIONAL TERMS OF THE LEASE AS SPECIFIED HEREIN:

EXHIBIT L: MOLD NOTIFICATION ADDENDUM

Prior to occupancy, the Owner/Managing Agent has inspected the Premises and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the Premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the Premises, it can cause mildew to grow. It is important that Residents regularly allow air to circulate in the Premises. It is also important that Residents keep the interior of the Premises clean and that they immediately notify Management of any leaks, moisture problems, and/or significant mold growth.

This lease may be terminated by Owner/Managing Agent, if the Owner/Managing Agent, in its sole discretion, determines that the mold, mildew or moisture conditions cannot be safely remedied without vacating the Premises. If the Owner/Managing Agent has knowledge or reasonably believes there may be mold inside the Premises, resident agrees, upon the Owner/Managing Agent's demand to temporarily vacate the Premises for a reasonable period, to allow for mold investigation and remediation, to control water intrusion or to allow other repairs to the Premises.

Resident agrees to comply with all instructions and requirements necessary to control water intrusion, mold growth, or other work or to accommodate mold investigation and remediation, including storage, cleaning, removal or replacement at Resident's expense of contaminated or potentially contaminated personal property. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list or responsibilities:

1. Resident agrees to keep the Premises free of dirt and debris that can harbor mold.
2. Resident agrees to immediately notify Management in writing of any water intrusions, such as plumbing leaks, drips, "sweating" pipes, roof leaks, or any problems with the heating systems that are discovered by the Resident.
3. Resident agrees to notify Management of overflows from bathroom, kitchen, or laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to Management any significant mold growth on surfaces inside the premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach. These household-cleaning products should not be used on "soft surfaces" such as carpet, furniture or clothing.
5. Resident agrees to use bathroom fans, if present, while showering or bathing and to report to Management any non-working fan.
6. Resident agrees to use exhaust fans, if present, whenever cooking, dishwashing, or cleaning.
7. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the Premises.
8. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
9. Resident agrees to indemnify and hold harmless the Owner/Managing Agent from any actions, claims, losses, damages, and expenses include, but not limited to, attorneys' fees that the Owner/Managing Agent may sustain or incur as a result of Resident or guest or other person living in, occupying, or using the Premises and their failure to comply with the term of this Addendum.
10. Resident agrees to not bring any personal property into the Premises that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows.
11. VIOLATION OF ADDENDUM. Violation of this Addendum shall be deemed a material violation under the terms of the Rental Agreement/Lease, and Owner/Managing Agent shall be entitled to exercise ALL rights and remedies it possesses against Resident at law or in equity.
12. ADDENDUM SUPERSEDES RENTAL AGREEMENT/LEASE. In case of a conflict between the provision of this Addendum and any other provision of the Rental Agreement/Lease, the provision of the Addendum shall govern. The Mold Notification Addendum is incorporated into the rental agreement/lease executed or renewed on expiration of current rental agreement/lease between Owner/Managing Agent and Resident.

THE UNDERSIGNED RESIDENT (S) ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE FOREGOING AND THAT NO ORAL AGREEMENTS HAVE BEEN ENTERED INTO.

RESIDENT

OWNER/MANAGING AGENT
C.A. Bianco, Inc.

BY: _____

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made and entered into this ____ day of _____, ____ by and between **C. A. Bianco, Inc., a Missouri Corporation** as Owner and/or Managing Agent for the apartment community of **Lakeside Landing Apartments** (hereinafter referred to as "Owner"), and _____, (hereinafter referred to as "Resident"), with regard to the following. Owner and Resident have heretofore entered into a Lease Agreement dated the _____ day of _____, _____, relating to Resident's occupation of Apartment No. _____

The parties desire to amend or add certain provisions to the Lease to clarify the relationship of the parties.

IT IS THEREFORE AGREED THAT THE FOLLOWING PROVISIONS SHALL CONSTITUTE ADDITIONAL TERMS OF THE LEASE AS SPECIFIED HEREIN:

EXHIBIT M: KEY ADDENDUM

I (we) have received the following:

_____ Laundry Key(s) _____ Mailbox Key(s) _____ Apartment Key(s)
_____ Other

Transmitter(s) _____

Access Card(s) _____

Serial # _____
Serial # _____
Serial # _____
Serial # _____

Serial # _____
Serial # _____
Serial # _____
Serial # _____

Phone Number _____

I understand that upon vacating apartment # _____, all keys to the apartment, mailbox, laundry room or clubhouse, if any, are to be returned to management. If all keys are not returned, a standard lock charge fee will be charged.

I also understand that upon vacating my apartment, I will return all access cards and/or transmitters to Lakeside Landing. They are individually programmed and will not work after move-out. If the access card or transmitter is lost or damaged, the replacement cost will be \$10.00 per access card and \$35.00 per transmitter. These charges will be deducted from your security deposit.

\$35.00 Transmitter Deposit was received on _____ **Check/M.O.#** _____

RESIDENT

OWNER/MANAGING AGENT
C.A. Bianco, Inc.

BY: _____

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made and entered into this ____ day of _____, ____ by and between **C. A. Bianco, Inc., a Missouri Corporation** as Owner and/or Managing Agent for the apartment community of **Lakeside Landing Apartments** (hereinafter referred to as "Owner"), and _____, (hereinafter referred to as "Resident"), with regard to the following. Owner and Resident have heretofore entered into a Lease Agreement dated the _____ day of _____, _____, relating to Resident's occupation of Apartment No. _____

The parties desire to amend or add certain provisions to the Lease to clarify the relationship of the parties.

IT IS THEREFORE AGREED THAT THE FOLLOWING PROVISIONS SHALL CONSTITUTE ADDITIONAL TERMS OF THE LEASE AS SPECIFIED HEREIN:

EXHIBIT E CO-SIGNER AGREEMENT

The undersigned co-signs as unconditional guarantor of the lease agreement referred to above, and a copy of which is attached to this agreement and by this reference incorporated herein. As co-signer for the above named Resident(s), I acknowledge that I am aware of the fact that I unconditionally guarantee payment on the rental of the above unit, and that I am also bound by the terms and conditions of the lease agreement as if I were the resident signing such agreement and if there is a default in payment on the above unit, I shall, upon demand pay the amounts in arrears to the Owner. I further understand I am waiving my right to notices a tenant normally receives. I hereby declare under penalty of perjury under the laws of the State of Washington, that the above is true and correct.

Dated and signed at the city of _____, Washington, on ____ day of _____, _____.

CO-SIGNER (Signature)

CO-SIGNER (Signature)

OWNER/MANAGING AGENT
C.A. Bianco, Inc.

BY: _____

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM is made and entered into this ____ day of _____, ____ by and between **C. A. Bianco, Inc., a Missouri Corporation** as Owner and/or Managing Agent for the apartment community of **Lakeside Landing Apartments** (hereinafter referred to as "Owner"), and _____, (hereinafter referred to as "Resident"), with regard to the following. Owner and Resident have heretofore entered into a Lease Agreement dated the _____ day of _____, _____, relating to Resident's occupation of Apartment No. _____

The parties desire to amend or add certain provisions to the Lease to clarify the relationship of the parties.

IT IS THEREFORE AGREED THAT THE FOLLOWING PROVISIONS SHALL CONSTITUTE ADDITIONAL TERMS OF THE LEASE AS SPECIFIED HEREIN:

EXHIBIT H CONCESSION AGREEMENT

As an enticement to enter into the Lease Agreement, the Owner has agreed to provide Resident a rental concession of _____ . This concession shall be from _____, 20____ to _____, 20____ and has a value equal **Dollars \$**

Resident understands that this concession was granted with the understanding that the entire lease term be fulfilled. If Resident should vacate the premises prior to the expiration of the lease term, for any reason they agree to reimburse Owner the concession value as stated above.

RESIDENT ACKNOWLEDGES THAT NO ORAL AGREEMENTS HAVE BEEN ENTERED INTO AND THAT RESIDENT HAS READ THIS ADDENDUM TO LEASE BEFORE SIGNING.

RESIDENT

OWNER/MANAGING AGENT

C.A. Bianco, Inc.

BY: _____

ADDENDUM TO LEASE AGREEMENT

UTILITY ADDENDUM: DISCLOSURE STATEMENT OF RESIDENT FINANCIAL RESPONSIBILITY FOR TRASH, WATER AND SEWER UTILITIES

(Exhibit K)

THIS ADDENDUM is made and entered into this ____ day of _____, ____ by and between **C. A. Bianco, Inc., a Missouri Corporation** as Owner and/or Managing Agent for the apartment community of **Lakeside Landing Apartments** (hereinafter referred to as "Owner"), and _____, (hereinafter referred to as "Resident"), with regard to the following. Owner and Resident have heretofore entered into a Lease Agreement dated the _____ day of _____, _____, relating to Resident's occupation of Apartment No. _____

IT IS THEREFORE AGREED THAT THE FOLLOWING PROVISIONS SHALL CONSTITUTE ADDITIONAL TERMS OF THE LEASE AS SPECIFIED HEREIN:

The parties desire to amend or add certain provisions to the Lease to clarify the relationship of the parties.

IT IS THEREFORE AGREED THAT THE FOLLOWING PROVISIONS SHALL CONSTITUTE ADDITIONAL TERMS OF THE LEASE AS SPECIFIED HEREIN:

Water/Sewer/Trash Charges: In addition to Rent, Resident(s) agrees to pay a formula-based allocated share of the water and sewer charges incurred by the Landlord for _____ Apartments. A formula-based estimation system, allocating the total consumption recorded on the Residential Community's water meter(s), will be used to establish the per unit water and sewer charges. The allocation formula is based upon the number of people living in a residential unit. Resident agrees to pay his/her share of the charges on this basis. All billings will be based upon the rates charged on the Public Utility Invoice. Trash service will be billed on a flat fee basis of \$7.50 per month.

Number of Residents	Occupancy Factor	Explanation
1	<u>1.0</u>	One person consumption of water and sewer
2	<u>1.6</u>	Two people consume 60% more than one person
3	<u>1.9</u>	Three people consume 90% more than one person
4	<u>2.2</u>	Four people consume 120% more than one person
5	<u>2.5</u>	Five people consume 150% more than one person
6	<u>2.8</u>	Six people consume 180% more than one person

The *Occupant Factor* shown above, along with the meter reading(s) for the Residential Community, is what determines the amount of the water and sewer invoiced each month. This factor is displayed on each invoice where it indicates the number of residents.

Monthly Billing: Resident(s) will be billed monthly by Minol for his/her allocated share of water and sewer costs. Payment to Minol is due 21 days from the billing date. Resident agrees to mail or deliver payment to the place indicated so that payment is received no later than the date specified on the Utility bill. Billing will be based upon an allocation of the total Residential Community's metered water/sewer consumption, as reported by the Public Utility. In addition to the foregoing allocated costs, Resident(s) agree to pay Minol a one-time Unit Set-up Fee and a monthly Invoice Fee. These fees will be added to the Resident's monthly water/sewer bill. A late fee will be assessed if the funds are not received within 20 days of the invoice date. Should you choose to pay your monthly invoice by credit card, the credit card processing fee will be charged to your credit card along with your sewer/water & trash payment.

Number of Residents: Resident(s) agree to notify the management office in writing of any changes in the number of people residing in their unit prior to the change in the number of residents.

Failure to Pay: It is understood and agreed between Landlord and Resident(s) that in the event such payment or payments are not made when due, it shall be considered default for non-payment of rent under the lease/rental agreement. Resident(s) agrees that Landlord may bring summary proceedings for eviction as if the rent were not paid. When Resident(s) move from the property, the Water/Sewer and Trash charges must be paid through the move-out date. Any unpaid water or sewer or trash charges due as of the move-out date may be deducted by the Landlord from the security deposit held by Landlord.

A Late Fee of \$7.50 for each late notice sent to the resident shall be added to the balance due if payment is not received within 20 days of the due date indicated on Utility bill. An insufficient funds check charge, not to exceed \$30 per dishonored check, shall be added to any Utility bill in addition to the foregoing late payment charges for checks returned due to insufficient funds. Payments received will be applied first to outstanding fees.

Non-liability: Management is not liable for any losses or damages Resident(s) incurs due to outages, interruptions, or fluctuations in utilities provided to Resident's apartment unless such loss or damage was the direct result of negligence of Management or its employees. Resident releases Management from and all such claims and waives any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

Default: A default under the terms of the Addendum shall be deemed a material default under the terms of the Rental Agreement, and Landlord shall be entitled to exercise all rights or remedies of law or in equity. Except as indicated herein, all other terms of the Rental Agreement shall remain unchanged. In the event any conflict exists between the terms of this Addendum and the terms of the Rental Agreement, the terms of this Addendum shall control.

Payments Made to: Resident(s) payment checks should be made payable to Minol and mailed to:
Minol, PO Box 650320, Dallas, Texas 75265-0320
Minol Customer Service can be reached at (888) 636-0493

I (We) have, read, understand and agree to the terms of this Lease/Rental Agreement Addendum, I (We) agree to pay the monthly billings and fees setforth above.

Landlord: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

Move-in Date: _____ # of Occupants: _____