

LEASE AGREEMENT

THIS LEASE made and entered into this _____ day of _____ 2003 by and between **Brampton Court Properties, LLC, d/b/a Brampton Court Apartments** hereinafter called "**Landlord**", and _____, hereinafter called "**Tenant**".

WITNESSETH:

1. DESCRIPTION OF PREMISES: The Landlord does hereby lease, demise and let unto the Tenant the apartment known as _____ **Birchwood Ave, Apt.#** _____ (hereinafter called "UNIT"), Bellingham, Washington and located at Brampton Court Apartments.

2. TERM: The term of this Lease shall be for a period of _____ () months/year(s), commencing on the _____ day of _____ 200_____ and ending at midnight on the _____ day of _____, 200_____.

3. RENT: The monthly rent to be paid by Tenant to Landlord, or anyone designated by Landlord at such place or places as may be designated in writing from time to time, shall be as follows:

\$ _____ payable in advance on the first day of each calendar month, together with all other amounts accrued and owing by Tenant to Landlord, pursuant to this Lease. Any late payments after the 5th of the month will be subject to a late charge of **\$ 25.00**. Tenant agrees to pay a **\$ 15.00** charge for checks returned by their bank regardless of reason for return.

4. SECURITY DEPOSIT: Tenant agrees to pay the sum of \$ _____ as a security deposit for the performance of Tenant's obligations. This amount does not limit Landlord's right or Tenant's obligations. Tenant has inspected premises and found them to be in good repair; and by taking possession of the Unit, Tenant will accept them in their then condition. Tenant will at all times preserve said Unit in as good condition as when received or may hereafter be put to, to Landlord's satisfaction. Tenant shall comply with all the provisions of this rental agreement and other such rules and regulations as the Landlord may deem necessary. Any interest on the security deposit shall accrue to the benefit of the Landlord.

Upon termination of this tenancy all or a portion of the remainder of this deposit may be retained by the Landlord, and any refund to

Tenant is conditioned as follows:

- a. Tenant shall have fully performed the obligations hereunder and those set forth in the 1973 Residential Landlord-Tenant Act as amended or as subsequently amended.
- b. Tenant shall have occupied the premises for the minimum of _____ months or longer. If lease is terminated by the Tenant, before the term of the lease is up, a liquidated damages fee will be charged pursuant to the 1973 Residential Landlord-Tenant Act as amended.
- c. Tenant shall have returned to Landlord all keys and personal property provided during the tenancy. \$ _____ will be charged for each key not returned by Tenant.
- d. Tenant shall have cleaned and restored premises to its original condition at commencement of this tenancy, except for normal wear and tear resulting from ordinary use. Tenant agrees that soilage is not normal wear and tear. Attached is an inventory of the present condition.
- e. Tenant shall have remedied or repaired to Landlord's satisfaction any damage to premises or furnishings. In the event that any of the above conditions have not been met, the Landlord shall deduct from the security deposit an amount necessary to remedy such condition. Such deduction shall not limit Landlord' right or Tenant's obligation.

Within fourteen (14) days after termination of tenancy and vacation of the premises, Landlord will give Tenant a full and specific statement of the basis for retaining any or all of the deposit together with the payment of any refund due. The Landlord shall have the right to proceed against the Tenant to recover sums exceeding the amount of the Tenant's deposit for cleaning, painting or repairs to the property and replacement of lost or missing items, for which Tenant is responsible, together with reasonable attorney's fees as provided by law. Landlord shall be deemed to have complied fully by depositing the statement and/or any monies due Tenant in the U.S. mail, postage paid, addressed to Tenant at the Unit's address, unless Tenant has made other prior written arrangements with Landlord.

5. TENANT agrees to pay a non-refundable sum of **\$65.00** for carpet and drapery cleaning. This fee does not limit the Landlord's right or Tenant's obligations.

6. TENANT agrees to pay all charges for electricity against the Unit during the full term of this agreement. Landlord pays basic cable, water, sewer and garbage. Each unit is provided with an outdoor light. Tenant is responsible for keeping the light operational, either by replacing bulb or contacting maintenance for a mechanical failure.

7. TENANT agrees that the Unit is to be used and occupied by Tenant and members of the Tenant's immediate family only, consisting of _____ adults and _____ child(ren), as a private dwelling and for no other purpose. Only the number of persons, and specific persons, designated in the agreement shall occupy the Unit without the written consent of the Landlord.

8. IF ANY RENTS remain unpaid after being due, and if Tenant defaults by non-payment or violates any of the covenants and agreements of this lease, including the rules and regulations made a part of the lease, the Landlord may cancel this agreement upon giving notice as provided by law. The liability of the Tenant for rent provided shall not cease.

9. IF UPON completion of this Lease Agreement, Tenant continues to occupy unit on a month to month basis, Tenant agrees to

give the Landlord written notice between the first day and the tenth day of a calendar month of their intent to vacate the Unit by the first day of the following month. If proper notice is not given, Tenant is responsible for rent for the next month. Tenant will allow the Landlord to show said Unit to prospective tenants during the above period at any reasonable hour.

10. LANDLORD may give the following notices as circumstances warrant.

- a. Ten (10) day notice to comply with any of the terms of this agreement or to vacate the unit.
- b. Three (3) day notice, after a default in the payment of rent, to pay rent or vacate the Unit.
Tenant agrees to pay a fee, up to thirty (\$30.00) dollars for preparation and service of said notice.
- c. Three (3) day notice to vacate the Unit for committing waste upon the premises, setting up or carrying on any unlawful business, or permitting or maintaining a nuisance on or about the premises.
- d. Twenty (20) day notice to terminate tenancy.

11. ALL personal property of the Tenant on the premises, the building or grounds, shall be at the Tenant's risk. Landlord's insurance does not cover the Tenant nor the Tenant's personal property. It is advisable that the Tenant purchase Renter's insurance to cover their own personal property. Tenants shall hold harmless the Landlord and its agents from all damages of every kind or nature, whatsoever, either to person or property that may be claimed by or through Tenants, members of his/her family or visitors by reason of any accident upon the premises, the building or grounds, except due to the fault of the Landlord or its agents by reason of negligence.

12. TENANT consents to entry at Landlord's convenience for Tenant requested repairs. Otherwise, the Landlord shall give the Tenant at least two days notice of his intent to enter and shall enter only at reasonable times except in the case of emergency or when it is impractical to do so.

13. IF THE TENANT is unable to occupy the rented Unit on the commencement date of this agreement because said Unit is not ready for occupancy due to delays in preparation, or if by reason of holding-over of a previous occupant, possession is delayed, the Landlord shall not be liable for damages therefore, but during such period of delays the rent may be abated at the Landlord's discretion.

14. TENANT shall not assign this Agreement of sublet the dwelling Unit. This shall not prevent Tenant from accommodating guests for reasonable periods.

15. IF IT BECOMES necessary to terminate this agreement as provided by law because of default on the part of the Tenant in the performance and/or payment of rents provided in this agreement, including the Apartment rules and regulations, the Tenant agrees to pay all costs, expenses and reasonable attorney's fees in connection with terminating this lease.

16. THE FAILURE OF the Landlord to insist upon strict performance of any of the covenants and agreements, or of the rules and regulations, shall not be construed to be a waiver of relinquishment of such. The acceptance of rent by the Landlord at any time shall not waive any remedy under this agreement or by law, which the Landlord may otherwise have as the result of prior, existing or continuing breaches of any of the conditions, covenants or agreements in this agreement.

17. IF THE TENANT defaults in payment of rent and is absent from the premises for a period of fourteen (14) consecutive days, it shall be presumed that Tenant has abandoned the premises and does not intend to resume his tenancy. In the event of such abandonment, Landlord may immediately enter the premises and take possession of any Tenant property found there. Any such property shall be stored and disposed of sixty (60) days after default in payment of rent, pursuant to the provisions of the 1973 Residential Landlord-Tenant Act as amended.

18. IN THE EVENT the Unit is destroyed by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in any substantial part thereof, it shall be optional for the Landlord to rebuild. The rent due from Tenants will be suspended only for such time as the premises remain untenable. In the event the Landlord determines not to repair or restore the Unit, this agreement shall terminate within thirty (30) days after the event occurs.

19. TENANT agrees that he/she, his/her family, and visitors shall observe and strictly comply with the rules and regulations attached hereto and made a part of this agreement, and with such other reasonable rules and regulations as the Landlord may from time to time adopt, and further, will do nothing to violated any laws of the State of Washington or of any political subdivision having jurisdiction of the premises. Tenant acknowledges WHEREFORE We, the undersigned, do hereby execute and agree to this Rental Agreement.

20. ROOMMATE AGREEMENT: IN the event the other defaults or terminates tenancy, leaving an amount owing under this lease, we as roommates hereby agree to accept responsibility for each other's share of unpaid rent, or any other charges owing at time of default or termination.

My signature below certifies that I have read and thoroughly understand the terms of this lease agreement.

Tenant _____ Tenant _____

Tenant _____ Tenant _____

VERBAL COMMITMENTS WILL NOT BE HONORED; ANY VARIANCE FROM THIS FORM MUST BE IN WRITING AND APPROVED BY MANAGEMENT.