

RESIDENTIAL LEASE AGREEMENT Dated _____, 200__
ROWAN GROVE CONDOMINIUMS, 92 20th St., Unit # _____, Bellingham WA 98225
Landlord: ROWGRO, LLC. tel. (360) 656-6444.

Tenants: _____

1. **ADDENDA:** The following documents are an integral part of this Lease: a) Damage/Cleaning/ Security Deposit Agreement; b) Rules & Regulations; c) Unit Move-in Inspection Form. Tenants agree to abide by all the terms of the addenda; Violation of any of the terms shall constitute violation of this Lease and shall be subject to all remedies herein.

2. **DEFINITIONS:** "Premises" as used herein refers to all parts of the 4 buildings (921, 923, 925 & 929 20th St.) and associated landscaped, open or paved areas, and parking spaces comprising the Rowan Grove Condominium. "Unit" refers to the above dwelling Unit (including balcony, deck or garage, if applicable) leased by the Tenants. "Invitee" includes any member of the Tenant's household or family or a guest or another person under the Tenant's control or on the premises by reason of the Tenant's request, order, invitation or association. A notice delivered to one roommate shall be deemed to be delivered to all roommates.

3. **PAYMENT:** The monthly rent \$ _____ is payable in full in advance on the **FIRST** day of each month by placing a check, money order, or cashier's check (no cash) payable to **ROWGRO, LLC** in the Manager's drop box in Bldg. 929, Suite #117. If all or part of the rent is delivered on or after the **FIFTH** day of the month, Tenants will pay a late charge of \$ _____ (5%) plus \$2.00 per additional day. Any check returned for insufficient funds will be assessed an additional \$20.00 fee, and all future rents must be paid by money order or cashier's check (no cash). The last month's rent shall be paid in advance to Landlord in _____ installments of \$ _____ due on _____ 1 and _____ 1, 200__.

4. **TERM:** Lease Begins at 1:00PM on _____, 200__ and Terminates at 1:00PM on _____.

Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant shall be obligated for the rental payments for the remainder of the term, or until the Property has been re-rented, whichever is less. The last day of occupancy is when all keys have been returned to Landlord and the Unit is cleaned and ready to rent. The Tenant agrees to allow the Unit to be shown to potential tenants during the month prior to move-out, on not less than one day's notice from landlord (notice may be by note, conversation or answering machine message) and to maintain the unit in showable condition.

5. **DEPOSIT:** The deposit is \$ _____, per terms of the Damage/Cleaning/Security Deposit Addendum.

6. **USE:** The Unit shall be used only as a private residence for only the named _____ Tenants. No Invitee may stay for more than two weeks. Any new or replacement Tenant/Roommate shall be allowed only with the written permission of the Landlord after verifying references, signature of the new Tenant to all terms of this Agreement, and a possible increase of the rent & damage deposit. Tenants shall sublet no part of the Unit and shall not assign any interest in the Lease. The Unit shall not be used for any purposes prohibited by any law or regulation. **Violation of this clause is grounds for prompt eviction & forfeiture of deposit & rent.**

All Tenant's Signatures and Dates

Landlord's Agent's Signature And Date

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7. **UTILITIES:** Landlord will pay for water, sewer and trash charges. Tenants agree to keep gas and electric utilities connected & bills paid in a timely manner. Tenants shall make **prior** arrangements with Puget Power Co. & Cascade Natural Gas to switch power & gas into their name effective on the date of move-in, & cancel only after all keys have been turned in.

8. **RESPONSIBILITIES:** Tenants should obtain renter's insurance to cover their possessions and liability. Landlord and Landlord's insurance company are in no way responsible for any damage or loss to Tenants' personal possessions, cars or for damage or injury caused by Tenants' actions or the actions of other occupants of the Premises. Tenants shall use reasonable diligence to keep the Unit & premises in good repair and cleanliness, & promptly notify Landlord of any condition which could lead to deterioration/damage.

9. **GENERAL:** Each Tenant is responsible **individually** and **jointly** for **all** payments due under this Lease, and for compliance

with all terms of this Lease. Tenants are responsible for ensuring that their Invitees comply with all terms of this Lease. No assent, express or implied, to any breach of any one or more of the requirements of this Lease shall be deemed to be a waiver of any succeeding or other breach. Acceptance of a partial payment of rent does not constitute accord & satisfaction, & shall not be deemed a waiver of Landlord's right to collect the full amount due despite any endorsement or statement on the check. The Landlord or Landlord's representative has the right to enter the premises at any reasonable time and with reasonable notice for inspection, repair, or any other reasonable purpose. If the Unit is destroyed or rendered uninhabitable by fire or other casualty not arising from the fault or negligence of the Tenants, depending on the extent of damage, the rent shall be abated while repairs are effected, or at landlord's option, the Lease shall be terminated and any pre-paid rents refunded pro-rated as of the date the premises become unusable. The Landlord reserves the right to enter without notice in the event of a bona fide emergency, provided landlord shall notify the tenant promptly thereof.

10. **INDEMNIFICATION:** The Landlord or his Agent shall not be held liable for any injury, mental distress or damage to Tenant or any other person, or damage to property, occurring on the premises, or any part thereof, no matter how occasioned.

11. **NON-COMPLIANCE:** If one or all of the Tenants have not paid the rent in full, or are in default of any of the requirements of this Lease or its Addenda, the Tenant/s (including any remaining tenants in compliance) shall correct the default or arrears within three days after Landlord has given written notice thereof, or the Tenant explicitly agrees to immediately vacate the Unit. If the Tenants fail to remedy the default or arrears within three days after the written notice, the Landlord may at its option, without liability for trespass or for damages; enter into the Unit; declare the terms of this Lease ended, repossess the Unit; peacefully remove the Tenants or any persons occupying the Unit, and their effects; all without prejudice to any other remedies available to the Landlord for arrears of rent or breach of covenant. Any Tenant who moves out prior to the end of the lease term without prior written agreement shall remain responsible for payment of rent for the full term of the lease, or until the unit has been re-rented, and for all expenses of re-renting, & will forfeit his deposit. If Tenant fails to vacate unit after giving or receiving notice to vacate, Tenant shall be liable for all inconvenience and expense caused to Landlord and to new Tenant. In the event of any dispute or non-payment of sums arising under this Lease, the party prevailing in such dispute shall be entitled to all damages, and all costs of collection, including reasonable attorney's & collection fees from the other party. If one tenant vacates, Landlord will hold remaining tenants responsible for payments during collection process.

This Lease becomes valid only when all pages are signed by landlord & all tenants, and the first month's rent & damage deposit are paid in full. In the event of default by tenants, co-signers agree to assume full responsibility for any payments required under this lease, bound by their signature on the separate co-signer agreement.

All Tenant's Signatures and Dates

Landlord's Agent's Signature And Date

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DAMAGE /CLEANING/ SECURITY DEPOSIT AGREEMENT

ADDENDUM TO THAT LEASE AGREEMENT Dated _____, 200__.

ROWAN GROVE CONDOMINIUMS, 92 20th St., Unit # _____, Bellingham WA

Landlord: ROWGRO, LLC. tel. (360) 656-6444.

Tenants: _____.

Total amount of Deposit: \$ _____.

Received:	deposit	other	
from _____:	\$ _____,	\$ _____,	check # _____ on ___/___/200__.
from _____:	\$ _____,	\$ _____,	check # _____ on ___/___/200__.
from _____:	\$ _____,	\$ _____,	check # _____ on ___/___/200__.
from _____:	\$ _____,	\$ _____,	check # _____ on ___/___/200__.
from _____:	\$ _____,	\$ _____,	check # _____ on ___/___/200__.
from _____:	\$ _____,	\$ _____,	check # _____ on ___/___/200__.

Tenant has paid a refundable security deposit in the amount of \$ _____, receipt of which is hereby acknowledged, which shall be deposited by landlord in a bank account with: Skagit State Bank, Downtown Burlington Branch, whose address is 301 E. Fairhaven Avenue, Burlington, WA 98233.

Upon termination of this tenancy, all or a portion of this deposit may be retained by Landlord, and any refund to Tenant is conditioned as follows:

- (a) Tenant(s) shall have fully performed the obligations hereunder and those set forth in the Residential Landlord-Tenant Act.
- (b) Tenant(s) shall have occupied the premises for a minimum of ___ months or longer.
- (c) Tenant(s) shall have returned to Landlord all keys provided during the tenancy. \$ _____ will be charged for each key not returned by Tenant(s).
- (d) Tenant(s) shall have cleaned and restored the Unit to its original condition at commencement of this tenancy (per the Unit Inspection Form, equal to the condition the Tenant(s) accepted at move-in, ordinary wear and tear excepted).
- (e) Tenant(s) shall have remedied or repaired to Landlord's satisfaction any damage to the Unit or its fixtures, appliances, or furnishings.

After termination of tenancy and vacation of the Unit, Landlord will mail to Tenant(s)' last known address a full and specific statement of the basis for retaining any or all of the deposit together with the payment of any refund due within the time period prescribed by law.

All Tenant's Signatures and Dates

Landlord's Agent's Signature And Date

Upon receipt of the entire amount of the Damage/Cleaning/Security Deposit, Landlord agrees to reserve the above Unit for the use of the above named Tenants, and Tenants agree to pay the first month's rent in full no later than _____, 200__, per the terms of the Lease Agreement signed this date.

If Tenants fail to pay the full month's rent so that it is **received by** the Landlord no later than _____, 200__ or otherwise violate the terms of the Lease agreement, the entire amount of this deposit is forfeit, and the Lease is null & void. If Landlord fails or is unable to provide the above, or a comparable Unit, in habitable condition for the use of the Tenants per the terms of the Lease, Landlord shall refund all prepaid deposits and rents.

Damages and cleaning shall be charged equally to all Tenants, and the damage deposit (minus any withholding) shall be returned in equal shares to all above listed tenants unless Landlord receives in writing, prior to move-out, a signed document assigning damages to a particular tenant or agreeing that the deposit should be returned disproportionately to one tenant.

To avoid charges for damages, **read the manual**, which has operating instructions for appliances and fixtures. Damages to unit in excess of \$50.00 shall be paid for at the time Landlord begins repairs or upon presentation of a bill for the repair work, without reducing the amount of the deposit.

If one or more Tenants are rejected due to bad references or credit, this entire Agreement & Lease is null and void, and the deposit check will be returned to Tenant, less the costs of required credit checks. If deposit check is cashed by Landlord, this agreement is in full effect.

_____ **RESERVATION CLAUSE:** A specific unit will be assigned and added to this lease agreement as soon as possible after termination or renewal of present tenants' leases. This agreement binds tenant and Landlord for a townhome / flat with _____ bedrooms and _____ car garage for the stated rent and term. Tenant is in _____ position for choice of available units.

_____ **All Tenant's Signatures and Dates**

_____ **Landlord's Agent's Signature And Date**

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RULES & REGULATIONS

**ADDENDUM TO THAT LEASE AGREEMENT Dated _____, 2001
ROWAN GROVE CONDOMINIUMS, 92 20th St., Unit # _____, Bellingham WA**

Tenants: _____.

On the execution of the Lease of the dwelling Unit identified above, Tenants agree as follows:

1. **AUTOS:** A) The Tenants may use off-street parking spaces # _____ and garage # _____ assigned to their Unit. No cars other than those listed on Tenant’s application form are to be parked on site. Garage is to be used only for parking of cars. B) Visitor parking spaces are for short-term parking by non-Tenants. Handicap parking is reserved for those with state placard. Unassigned spaces for use by tenants shall be on a first-come basis. No parking in fire lanes, trash area or posted areas. All vehicles must have current tabs, be licensed and in operational condition. Violators shall be towed at owner’s expense. C) Tenant shall clean leaking oil & car fluids from the garage floor & assigned parking space.
2. **CONSIDERATION:** A) Tenants will be considerate of neighbors and conduct activities at all times so as not to disturb the other residents of the Premises. Car horns, loud music, shouting and thumping are prohibited. Tenants in upper-level flats shall not run the dishwasher between the hours of 10:00 P.M. and 7:00 A.M. B) No parties with kegs or more than 6 guests shall be held without prior written permission of Landlord. C) Trash & refuse will not be allowed to accumulate in the unit or left anywhere on the premises, but will be properly disposed of by Tenants in the recycling and trash bins provided, according to instructions provided by SSC. D) Tenants shall clean up after themselves, including Laundry room & BBQ areas, per use instructions.
3. **CARE OF PROPERTY:** A) The Unit must be maintained in accordance with the standards set forth in the Residents’ Manual. B) The interior of units are non-smoking areas; all smoking to be outside on balconies, & use proper ash trays; C) Water shall not be left running, and any leaks are to be reported immediately. D) No personal items shall be left on the premises or shared stairways except inside the Unit or in designated areas; Only patio-type furniture shall be kept on balconies or patios. E) Tenants shall: keep the improvements, fixtures, glass, plumbing and appliances upon the Unit in good repair and cleanliness; keep the Premises free from litter, debris and obstructions; and use reasonable diligence to preserve the Unit, including notifying the Landlord of any damages or condition which could lead to Unit’s deterioration.
4. **RESTRICTIONS:** A) No pet is allowed without prior written permission of the Landlord and payment of an additional non-refundable pet deposit. There are to be no visiting pets on the premises. B) No waterbeds of any size are allowed without written permission of the Landlord (ground floor only). C) Tenant will not paint or make any alterations to the Unit without prior written permission of the Landlord. D) Tenants will notify Landlord prior to any changing of the locks and will immediately furnish a new key to the Landlord’s agent.
5. **SMOKE DETECTORS:** A) Detectors are installed in compliance with all laws, and have new batteries at the time of tenant move-in. Tenants shall test the smoke detector on the first of each month, following the instructions in the Residents’ Manual, & notify manager for battery replacement. B) Tenant shall at no time disconnect or disable any smoke detector. C) If Tenant hears an announcing smoke detector in any unit, Tenant shall investigate or notify the Landlord or manager or fire department. D) Tenant shall cooperate with Landlord’s quarterly detector inspections.

All Tenant’s Signatures and Dates

Landlord’s Agent’s Signature And Date

6. **FIRE SAFETY:** A) The only BBQ grills allowed anywhere on the premises are the approved permanent BBQ's in the picnic areas. Charcoal to be disposed of in marked containers. B) No flammable, explosive or hazardous substances shall be used or stored anywhere on the premises. C) Candles, lanterns, etc. shall NOT be used due to fire danger. D) No flammable debris shall be allowed to accumulate anywhere on the premises. E) Any potentially hazardous item (extension cords, heaters, cooking appliances, etc.) shall be carefully used according to directions and only when Tenant is awake & in the same room; E) No halogen lamps are allowed on the premises. F) Know the locations & operating instructions of all fire extinguishers (see manual). G) Bedcovers shall not touch the baseboard heaters.
7. **ZERO TOLERANCE OF CRIMINAL ACTIVITY:** Tenant or any invitee of a Tenant shall not: A) Engage in any criminal activity on or near the premises, including drug-related criminal activity (the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance); B) Engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises. C) Permit the dwelling Unit to be used for or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or an invitee; D) Engage in the unlawful manufacturing, selling or use of any controlled substance, at any locations, whether on or near the Tenant's Unit, The Rowan Grove Condominium premises or any other location. E) Engage in, or be investigated for or arrested for or convicted of any illegal activity, including but not limited to prostitution, criminal street gang activity, harassment, stalking, threatening or assault, the unlawful discharge of firearms or display of any weapon, in or near the Unit or Premises or any other location; F) Proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

A SINGLE VIOLATION OF ANY OF PROVISIONS OF ITEMS 6 or 7 SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A Warning notice shall be issued for other violations; if not corrected within 3 days, eviction proceedings and forfeiture of deposit shall result. In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of this addendum shall govern.

All Tenant's Signatures and Dates

Landlord's Agent's Signature And Date