

WASHINGTON RENTAL AGREEMENT



Date: August 23, 2023

Lessor: Horizon Realty Advisors-The Verge - 2420 Airport Rd, Ellensburg, WA 98926

Lessee: City of Everett

FOR AND IN CONSIDERATION of the benefits to be derived by each party under the terms of this rental agreement, Lessor leases and rents to Resident(s), and Resident(s) leases and rents from Lessor, the premises located at **2420 Airport Rd, Ellensburg, WA 98926**

Apartment Number: **511A, 511B, 511C, 513A, 513B, 513C at 2420 Airport Road, Ellensburg, WA 98926.**

Floorplan:**3x3**

This rental agreement authorizes occupancy only by the resident(s) **Trevor Ryan, Tyler Ottesen, Elizabeth Hagan and Mike Letourneau.** No additional persons may occupy the premises without the Lessor's express, written consent.

1. **TERMS:** This lease commences **September 16, 2023** at 12:00PM and terminates **August 31, 2024** at 12:00PM. This is a fixed term lease agreement with equal installments. There are no prorates. If Resident vacates prior to the expiration of the term, the Resident shall be obligated for the rental payments for the remainder of the term, or until the Property has been re-rented to a tenant acceptable to the Lessor, whichever is less.

Monthly Charges:

BED SPACE	BASE RENT	UTILITY	TOTAL
511A	\$699	\$55	\$754
511B	\$699	\$55	\$754
511C	\$699	\$55	\$754
513A	\$699	\$55	\$754
513B	\$699	\$55	\$754
513C	\$699	\$55	\$754
	\$4,194	\$330	\$4,524

Total Monthly Charges: **\$4,524**

Total Contract Value: **\$54,288**

RENTS: The installment may include (but is not limited to) Base Rent (Rent), Utility Billback (Util), Pet Rent (Petrt), Renter's Liability (RLIP), RentPlus Credit Impact (CSCORE) and Parking (Park). The first installment will be due on or before the 1st of the month for which the lease agreement begins. Rent is due and payable on the 1st of the month and must be paid on time. If rent is not paid by the 7th day of the rental period, then a late fee in the amount of \$35.00 will be imposed and will incur an additional \$5.00/day from the Default Date.

The Owner/Agent may require the rent payment and late fee(s) to be paid by certified check or money order. Partial payments will not be accepted. To protect Owner and its Agents, Owner/Agent may refuse to accept cash payments of rent, rent payments from anyone other than Resident or multiple checks for rent. If any check from Resident has been dishonored for any reason, Owner/Agent may require Resident to make all future payments by certified check or money order. There are not daily prorates of rents and other monthly charges. If rent is not paid by the end of the 7th day of the rental period, Owner/Agent may issue on the 8th day of the rental period a 14-day notice of non-payment as stated in RCW 59.18 and RCW 19.12. Any returned payment will incur a return check fee of \$35.

- 2. DEPOSITS:** Resident shall pay herewith a damage, cleanup and security deposit of **\$0.00** which shall be held by the Lessor's agent in a trust account at Washington Trust Bank, whose address is 601 Union St. Suite 4747, Seattle WA 98104. Horizon Realty Advisors- The Verge will give written notice of any change in said depository. The deposit shall be used to compensate Lessor for unpaid rent, cleaning charges, utility bills not paid by resident through term of lease, late fees, returned check fees, and property damage as herein provided or other charges owing to Lessor by Resident. If the security deposit is insufficient to cover Lessor's damages and charges, Resident/Guarantor agrees to pay any deficiency on demand of the Lessor. If any portion of the deposit is used during the tenancy, Resident will replenish it upon demand. Any amounts not paid by Resident within 45 days of the due date will be sent to our collections department. Deposits are issued within 21 days of the expiration of the lease.
- 3. APPLICATION OF PAYMENTS:** All payments made by Resident to Owner/Agent after the tenancy commences, no matter how designated by Resident, may be applied by Owner/Agent as follows; first to any outstanding amounts due Owner/Agent for damages/repairs, utilities, deposits, fees, etc., second to any rent outstanding from prior month; third to outstanding late charges; and last, to the current month's rent.
- 4. EARLY TERMINATION OF LEASE:** Early termination of this Rental Agreement is not permitted for any reason other than provided in RCW59.18.220. Upon any failure of Resident to occupy the unit for the full term, without properly assigning the rental agreement to a new prospect, Owner/Agent may charge Resident, all of the following: a) all rent, unpaid fees, and other non-rent charges accrued prior to the date that Owner/Agent knew or reasonably should have known of the abandonment of relinquishment of the unit; c) interest on the above amounts at the statutory rate from the date each was due. Owner/Agent may elect to recover from Resident, instead of the above amounts, all actual damages resulting from the early termination, including but not limited to: repayment of concessions; all rent through the earlier of the date the unit is re-rent and the lease termination date; advertising and administrative costs to re-rent the unit; concessions given to re-rent the unit; the difference in rent if a lower rental rate is received from a replacement resident during the remaining term of the original Rental Agreement; damages related to the condition of the unit, and interest on all amounts at the statutory rate.
- 5. ANIMALS, WATERBEDS AND MUSICAL INSTRUMENTS:** No animals are allowed on the premises without a signed animal agreement and addenda by Resident and all roommates. Initial fees and animal rent may apply in accordance with state and local laws. Unauthorized animals will incur a \$250 fine plus a non-compliance posting fee of \$50. Waterbeds are permissible only with proper insurance and written approval by Owner/Agent. Resident will be responsible for any and all damage caused by his/her animal(s). Musical instruments are not allowed without the prior written consent of Owner/Agent.
- 6. OCCUPANTS:** The unit will be used only for housing persons listed on this rental agreement. Residents must be approved by Owner/Agent and are subject to full screening procedures and fees. Persons other than those specifically listed on this Rental Agreement shall be strictly prohibited from staying in the rental unit for more than 10 consecutive days, or a total of 20 days in any 12-month period. For purposes of this section, "staying in the rental unit" means presence on the Premises for a substantial amount of time, whether during the day or overnight, and shall include but not be limited to, long-term or regular house guests, live-in baby-sisters, visiting relatives, etc. Resident shall notify Owner/Agent in writing at the earlier of any time the Resident expects any guest to be staying in excess of the time limits contained in this paragraph; or when such person in fact stays in excess of such time limits. Subsidized Residents shall be required to submit a report to the Owner/Agent identifying any person not identified on this Rental Agreement and staying in the rental unit for more than 10 consecutive days, or 20 nonconsecutive days in any 12-month period, and shall state whether such person is contributing to the income of Resident and to what extent. Owner/Agent may require any person listed on page 1 as an "Other Occupant", upon reaching the age of 18, to submit an application and screening charge to Owner/Agent, be screened and if the person meets all current screening criteria, be added to this Rental Agreement as a Resident. Failure to apply and screening charge within 10 days of Owner/Agent's request, failure to meet the screening criteria, or failure to execute documents to be added as a Resident within 10 days of a successful screening, will be a material violation of this Rental Agreement.
- 7. SUBLETTING/MODIFICATION/TRANSFER OF LEASE:** Subletting of Premises is not permitted. Modifying the lease agreement to add or remove a roommate is permissible with written request from Resident and Owner/Agent written approval. Lease modifications will not be granted unless replacement resident and guarantor have been approved and paid all fees and deposits up front. Departing Residents will be responsible for paying any current balance owing and a lease assignment fee of \$500. Under no circumstances will Owner/Agent be responsible for paying moving costs. Resident must obtain written approval by Owner/Agent to transfer from one unit to another. If the transfer is approved, Resident must (a) be in compliance with all terms of this Lease; (b) execute a new lease with addenda; (c) complete all required forms; (d) pay in advance a new security deposit; and (e) pay in advance a transfer fee of \$200. Owner shall have the right to require Resident to transfer to another unit, upon 5 days' notice, if Owner determines, in its sole discretion, that transfer is warranted.

- 8. CARE OF PREMISES:** Resident agrees to keep all areas of the Premises clean, sanitary and free from any accumulations of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Resident shall take caution regarding the use of cigarettes and other fire hazards. Resident shall not store flammable or hazardous materials. Resident will not store personal property in a manner or in amounts which: increase the risk of fire; impedes proper air circulation; promotes mold growth; impedes safe ingress and egress; overloads floors; encourages pest infestations; or otherwise creates the potential for damage to the unit or danger for Resident or neighbors living on the Premises. Resident is responsible for all damages to furnishings or Premises caused by his/her negligence. Resident shall report leaky or defective faucets at once. Residents must pay for any and all expense due to damage to the building or furnishings, other than ordinary wear and tear, including but not limited to damage caused by stoppage of waste pipes or overflows of bathtubs, toilets or wash basins.
- 9. GREEN FEE/COMMUNITY FEE:** The said fee up to **\$350 per bed space unless otherwise agreed upon** is due at lease signing on or before the Lease Commencement date and again in the amount of **\$350 per bed space** on each twelve (12) month anniversary of the Lease Commencement Date if the Resident continues to occupy the Leased Premises on such date. The fee is freely contracted between the Landlord and the Resident at the signing of this Lease and is not to be returned to the Resident under any circumstances. The fee is payable in addition to and shall not be applied to the Security Deposit, rent, or any other payments owed by Resident or Landlord.
- 10. BARBECUES/FIRE PITS:** Resident must fully comply with all applicable codes and regulations related to the use of barbecues. Fire codes prohibit the use of charcoal barbecues on Premises and propane barbecues on apartment balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. Fire pits are prohibited.
- 11. USE OF AND CHANGES TO PREMISES:** All electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities or appliances on the Premises are to be used in a reasonable manner. Resident will immediately obtain, pay for and not allow to be disconnected or discontinued the utilities for which Resident is responsible. Resident will make no changes or additions to the Premises of any nature or install anything on the walls, ceilings or in the windows without the prior written consent of Owner/Agent. Satellite dishes and/or antennas will be allowed only in strict compliance with Owner/Agent's satellite dish policy and applicable law. Resident will not engage in any conduct that violates any applicable laws.
- 12. DAMAGES:** Resident agrees not to destroy, damage, deface or remove any part of the Premises or permit any persons to do so and to assume all liability for damages other than ordinary wear and tear.
- 13. NON-COMPLIANCE FEES:** Owner/Agent may charge a fee each time Owner/Agent sends a notice to Resident as a result of Resident's non-compliance with any written rules or policies. See The Verge Handbook of Policies.
- 14. JOINT RESPONSIBILITY:** Each Resident is jointly and severally responsible for all performance and financial obligations hereunder and any damage caused to dwelling unit or common area by Resident(s), any Resident(s) or Occupant(s) of the same unit or his/her guests. Cost of repairs for damage are due upon receipt unless other arrangements have been made, in writing, with Owner/Agent.
- 15. ACCESS:** Resident agrees not to unreasonably withhold consent to Owner/Agent to enter the unit in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements or to show the unit the prospective buyers or residents. Owner/Agent may enter the unit without consent in an emergency or at any reasonable time with 24 hours actual notice or after receipt of Residents written request for maintenance. If Owner/Agent is obligated to maintain the yard, Owner/Agent, or its contractors, may enter the yard (but not the dwelling unit) without notice, at reasonable times and with reasonably frequency, to perform the maintenance work.
- 16. ABSENCE:** Resident agrees to notify Owner/Agent of any absence in excess of seven (7) days no later than the first day of absence.
- 17. LEGAL ACTION:** In the event Owner/Agent must bring an action to enforce any provisions of this Rental Agreement or the Washington Residential Landlord and Tenant Act, the prevailing party shall be entitled to, in addition to costs, reasonable attorney's fees.
- 18. LOCKS:** Doors of Resident's unit should be kept locked. Resident shall notify Owner/Agent in writing if locks fail to operate. Owner/Agent will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident. Resident shall not change the locks without Owner/Agents prior consent. Resident shall immediately provide Owner/Agent with a key to any new locks installed. Each apartment will be issued a door code for their front door, a mail key (if applicable) and bedroom keys (if applicable). Resident will be responsible to return all issued keys on or before the expiration of the lease.

- 19. RESIDENT'S PROPERTY AND LIABILITY INSURANCE.** To the extent allowed by law, Resident understands and agrees that Owner, its agents, employees and legal representatives are not liable to Resident or Resident's occupants, guests and invitees from losses of their personal property due to theft, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind and the like. Residents are required to obtain insurance to protect their personal property and contents against such events (See *HRA Required Liability Protection Addendum to Lease Agreement*). Resident is responsible for acquiring and maintaining Resident's own insurance on personal property, furniture, electronic equipment, clothing, motorized vehicles, and valuables kept by Resident in or about the Premise, Unit, and Community. To the extent allowed by law, Owner shall not be liable to Resident, Roommates, or their respective guests for any damage, injury, or loss to person or property (furniture, jewelry, clothing, electronic equipment, vehicles, and other valuables, etc.) from mechanical malfunction, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences unless such damage, injury, or loss is caused by the negligence of Owner. To the extent allowed by law, Resident expressly waives all claims for such injury, loss, or damage. The Owner is not responsible for and will not provide fire or casualty insurance for Resident's personal property. Resident will be responsible for all damages caused by Resident, including but not limited to, fire, smoke, grease or cooking fires, or activation of the sprinkler system, if applicable. Resident must provide proof insurance throughout the lease term and will breach lease agreement if not obtained with proof of coverage provided to owner. Failure to provide validated proof of insurance will result in automatic opt into the Resident Liability Program at any point throughout the lease term.
- 20. CONDUCT:** The dwelling unit is to be used only as a dwelling. Each Resident is responsible for his/her own conduct, as well as that of the Residents in the unit and their guests. Noisy conduct that disturbs the quiet enjoyment of any other resident or drunk or disorderly conduct will not be permitted at any time. Between 10:00pm and 7:00am, no noise may be emitted from the unit that can be heard outside the unit. This includes stereos, radios, televisions, etc. Residents will not be permitted to play in halls, stairways or entrances of buildings, gardens or landscape area except where specifically permitted by Owner/Agent. The use, possession, manufacture, or distribution of illegal substances either on or in the vicinity of the Premises is strictly prohibited. Resident may not allow any person to: a) be on the Premises who has been excluded from the common areas by Owner/Agent; or b) stay in his/her unit, as defined in section 6 above, who has had his/her Rental Agreement terminated by Owner/Agent. Any action by Resident, any occupant of Resident's unit, or any guest of Resident that interferes with the management of the Premises, shall be considered a material non-compliance with this Rental Agreement.
- 21. MALFUNCTIONS:** Resident will immediately report in writing all malfunctions of equipment, failures of essential services, or needs for repair. Resident shall not tamper with the heating system, plumbing system, appliances, locks, doors, light fixtures, smoke alarms or carbon monoxide alarms or make any alterations of any nature on or to the Premises without the specific written consent of the Owner/Agent.
- 22. RESIDENT LOSSES:** Owner/Agent shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the Premises arising out of any accident, act of God, or occurrence beyond the control of Owner/Agent. Resident shall be limited to the rights and remedies specified in the Washington Residential Landlord and Tenant Act.
- 23. CO-SIGNER:** If the obligations under this Rental Agreement are guaranteed by a co-signer, Resident agrees that Owner/Agent would not have rented without the guaranty. In the event the guaranty is terminated or becomes unenforceable for any reason, this will be considered a material non-compliance with this Rental Agreement.
- 24. COMMUNITY RULES:** See The Verge Handbook of Policies for Community Rules and Regulations.
- 25. PARKING AND USE OF VEHICLES:** All vehicles parked in off street parking must be in running condition, capable of running legally on the street, properly licensed and insured and must have a valid parking permit. Parking Permits will be \$25 annually and billed at move in and upon lease renewal. Residents / Non-Residents must notify The Verge of any vehicle changes in writing and sign a new parking addendum, before parking on property. Any vehicle not complying with these standards will be towed at the Resident's expense. Parking is not guaranteed by the property. Any vehicle incorrectly parked in a reserved spot is subject to a \$50 per occurrence fine following a verbal and written warning.
- 26. BALCONY/PATIO:** Balconies and/or Patios are intended for exclusive use with patio furniture and must be kept clean and organized at all times. All closets, access points, or panels must be accessible 24 hours a day in case of emergency. Pets are not allowed to be on the Balconies/Patios unattended and should never be allowed to urinate or defecate inside the Apartment or on the Balcony/Patio. Residents shall not sweep, rinse, dust, or project anything onto or from the Balconies/Patios. Alterations that affect the outward appearance of the Community are not permitted. No rugs, hammocks, towels, laundry, clothing, flags, appliances, or other items shall be stored on the Balconies/Patios or hung/draped on railings or walls. Refrigerators, Freezers,

Grills, Barbeques, flammable or combustible liquids/fuels, and any other outdoor cooking or open flame devices will not be used or stored on Balconies/Patios.

- 27. USE AND LIKENESS:** The undersigned hereby irrevocably consents to and authorizes the use The Verge, its officers and employees, of the undersigned's image, voice and/or likeness as follows: The Verge shall have the rights to photograph, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works, distribute, display or otherwise use or reuse the undersigned's image, voice and/or likeness in connection with any products or service in all markets, media or technology now known or hereafter developed in The Verge's products or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner. The Verge may exercise any of these rights itself or through any successors, transferees, licensees, distributors, or other parties, commercial or nonprofit. The undersigned acknowledges receipt of good and valuable consideration in exchange for this Release, which may simply be the opportunity to represent The Verge in its promotional and advertising materials as described above. The undersigned acknowledges and authorizes the consent for any ward(s) or children under his/her legal guardianship.
- 28. REQUESTS FOR REASONABLE ACCOMODATION/MODIFCATION:** As required under federal, states, and local fair housing laws, Residents with disabilities may request reasonable accommodations/modifications related to their housing. All requests must be made to the Owner/Agent specifying the nature of the requested accommodation/modification. All requests where the need is not visibly obvious will need to be verified by a third party. Upon request, the resident will need to provide the name, address, and phone number of a third-party professional who will verify that the resident is disabled and needs the accommodation requested because of the disability. All requests must be made in writing.
- 29. TERMINATION FOR FALSE INFORMATION OR CRIMINAL CONVICTION:** If any information supplied in conjunction with application for this rental unit is later found to be false, or if any occupant is convicted of a crime during the tenancy that would constitute grounds for denial of tenancy under Owner/Agent's then-current rental criteria, this is grounds for termination of tenancy.
- 30. CHECK IN PROCEDURES:** Resident agrees to complete, sign and date, and return a condition sheet provided at the start of the lease term, for the purpose of noting the condition of the unit at the time of move in, within 72 hours of occupancy, and to inform the Lessor in writing of any problem areas. This form should be signed by the Lessee and the Lessor and a copy retained by both for check out purposes. Resident failure to return the form will constitute Resident's waiver of any right to claim any damages were present prior to taking occupancy.
- 31. MOVE-OUT PROCEDURES:** Unless a renewal lease has been executed, Resident must move out on or before the Lease end date and time as noted on page 1 of the Lease Agreement. A \$100 Holdover fee will be charged to any Resident holding over beyond the move-out date. Early move-out does not release Resident from liability for Rent for the full term of the Lease. The move-out date cannot be subsequently changed unless agreed to by both parties in writing. If Resident moves out before the end of this Lease, Owner will charge Resident re-letting fees incurred and future accrued rent. Resident must surrender the Unit and exterior Unit Common Area before the period for deposit refund begins. Resident must furnish in writing his forwarding address to Owner and the US Postal Service. Move-out instructions are updated and posted under the Resident tab on our website www.thevergeapts.com. All keys must be returned on or before the lease expiration to avoid replacement charges.
- 32. COMPLETE AGREEMENT:** This Rental Agreement, any rules and regulations for the Premises and except as provided below, any other written addenda executed by the parties on or after the date of this Rental Agreement contain understanding of the parties. There are no prior oral or written agreements unless they are referenced herein. If this is a renewal of an existing Rental Agreement, all written addenda executed on or after the date of the original Rental Agreement, to the extend consistent herewith, remain in effect and are incorporated herein.
- 33. SMOKING POLICY:** Smoking is prohibited within 25ft of any building, open window, door, or common area as per Washington State laws.
- 34. ALARMS: SMOKE ALARMS AND CARBON MONOXIDE ALARMS:** Resident acknowledges, and Owner/Agent certifies that the unit is equipped with a smoke alarm and, if required, a carbon monoxide alarm and that the smoke alarm and the carbon monoxide alarm have been tested and are operable at this time. It is the Resident's responsibility to test the smoke alarm and carbon monoxide alarm at least every six (6) months, replace dead batteries as required, and notify Owner/Agent in writing of any operating deficiencies. Resident shall not remove or tamper with a functioning smoke alarm or carbon monoxide alarm, including removing working batteries, and Owner/Agent may charge a fee of up to \$200.00 for any such conduct. The smoke alarms are either 10-year battery or electric with battery backup. The carbon monoxide alarms are 10-year battery. The dwelling is not located within a 100- yard flood plain.

35. UTILITIES: Electricity, Water, Sewer, Waste Removal and Internet are to be paid directly to the Landlord in the amount of \$55.00 per month. Failure to pay the utility fee with the total monthly rent shall constitute a default under the lease.

36. **Please review The Verge Handbook for a comprehensive explanation of the utility charges.

37. INITIAL FEES: All Residents and their Guarantor's will be required to pay initial application and non-refundable fees at the time of securing the lease agreement unless otherwise agreed upon in writing and approved by management. Initial fees are subject to change.

38. PROVISIONS

39. EMERGENCY CONTACT IN THE EVENT OF RESIDENT DEATH

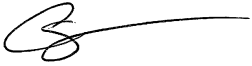
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Address: _____

Phone Number: _____

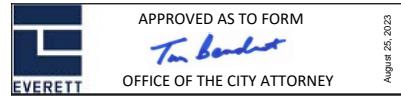
Email: _____

I / WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS LISTED ON ALL PAGES OF THIS AGREEMENT.



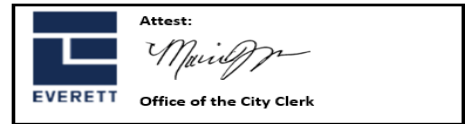
City of Everett
Cassie Franklin, Mayor

August 25, 2023
Date



Owner/Agent

August 23, 2023
Date



CONCESSION AND PROVISION ADDENDUM WASHINGTON

Apartment: 511A, 511B, 511C, 513A, 513B, 513C

Resident(s): **Trevor Ryan, Tyler Ottesen, Elizabeth Hagan and Mike Letourneau**

As a consideration for the resident(s) entering into the lease agreement dated, **August 23, 2023**. Management agrees to the following concession(s) and/or provisions:

\$300 concession for each bed space rented, total of \$1,800

Resident understands and agrees that his/her rights to benefit from the concession or special are contingent upon full compliance with all the terms and conditions of the lease agreement. In the event that any of the terms of the lease agreement are violated, Resident agrees and acknowledges that any previously given concession or special is nullified and must be repaid to the property immediately.

City of Everett Signature

August 23, 2023

Date

August 23, 2023

HRA PROPERTY RULES, REGULATIONS, AND DISCLOSURES

Resident Name(s): **Trevor Ryan, Tyler Ottesen, Elizabeth Hagan and Mike Letourneau**

Floorplan: 3 Bedroom

Apartment Number (if assigned): 511A, 511B, 511C, 513A, 513B, 513C

Balcony and Patios. Balconies and/or Patios are intended for exclusive use with patio furniture and must be kept clean and organized at all times. All closets, access points, or panels must be accessible 24 hours a day in case of emergency. Pets are not allowed to be on the Balconies/Patios unattended and should never be allowed to urinate or defecate inside the Apartment or on the Balcony/Patio. Residents shall not sweep, rinse, dust or project anything onto or from the Balconies/Patios.

Alterations that affect the outward appearance of the Community are not permitted. No rugs, hammocks, towels, laundry, clothing, flags, appliances or other items shall be stored on the Balconies/Patios or hung/draped on railings or walls. Refrigerators, Freezers, Grills, Barbeques, flammable or combustible liquids/fuels, and any other outdoor cooking or open flame devices will not be used or stored on Balconies/Patios. Any violations may result in a charge being assessed.

City of Everett Signature

August 23, 2023

Date

Agent of Landlord Signature

August 23, 2023

Date

CLASS ACTION WAIVER ADDENDUM

This document is an Addendum and is part of the Rental/Lease agreement, dated August 23, 2023 between **The Verge**(Owner/Agent) and **Trevor Ryan, Tyler Ottesen, Elizabeth Hagan and Mike Letourneau** (Resident) for the premises located at 511A, 511B, 511C, 513A, 513B, 513C at 2420 Airport Road, Ellensburg, WA 98926.

ADDENDUM. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

CLASS ACTION WAIVER. You agree that you hereby waive your ability to participate either as a class representative or member of any class action claim(s) against us or our agents. While you are not waiving any right(s) to pursue claims against us related to your tenancy, you hereby agree to file any claim(s) against us in your individual capacity, and you may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"), Accordingly, **you expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us or our agents in any forum.**

Any claim that all or any part of this Class Action waiver provision is unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction.

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THIS CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.

SAVINGS AND SEVERABILITY. If any clause or provision of this Rental Agreement is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Rental Agreement shall not be affected hereby, and it is also the intention of the parties to this Rental Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Rental Agreement a clause or provision similar in terms to such illegal invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

City of Everett _____

Date: August 23, 2023

Owner Representative _____

Date: August 23, 2023

MOVE-OUT PROCESSES AND CHARGES ADDENDUM TO LEASE AGREEMENT

This document is an Addendum and is part of the Rental/Lease agreement, dated August 23, 2023 between **The Verge** (Owner/Agent) and **Trevor Ryan, Tyler Ottesen, Elizabeth Hagan and Mike Letourneau** (Resident) for the premises located at 511A, 511B, 511C, 513A, 513B, 513C at 2420 Airport Road, Ellensburg, WA 98926.

The Verge has specific cleaning and maintenance standards for all apartments that are available for rental. Residents are expected to return possession of their apartment in the same condition it was originally rented, minus normal wear and tear. All of the move out charges and calculations factor in standard wear and tear as the office deems appropriate, weighing a combination of the property labor, vendor labor, parts, administration cost etc.

The **Potential Damage and Cleaning Charges Summary** lists the common costs associated with restoring an apartment to its original condition. These cost estimates are accurate as of the start of your lease but are subject to change due to fluctuating costs to the factors outlined in the paragraph above. The Verge will be as transparent as possible to ensure charges are done as accurately as possible.

All residents will be instructed to complete an apartment inventory (condition form or inspection) upon move-in. It is the responsibility of the residents to fill out the inventory in its entirety. Residents are held responsible for all damaged items not reported on the move-in inventory and can be assessed charges during occupancy and/or at the conclusion of the lease term.

Residents should receive move-out instructions from the office staff concerning the move-out process prior to the scheduled move-out date. It is the responsibility of the residents to review and follow these move-out instructions. Failure to receive these instructions does not remove the responsibility of the residents to return the apartment in the same state it was provided, including the costs of any cleaning or repairs to accomplish this. Please reference this addendum if no additional move-out instructions are received.

After the residents have fully vacated the premises, the apartment is thoroughly inspected by Owner/Agent in conjunction with 3rd party vendors. This inspection is compared to the initial move-in inventory/condition form and move-out charges are assessed for the flooring, walls, damages, missing items (smoke detector/appliances etc.), general cleanliness etc. Residents may also be charged for missing keys, fobs, parking permits or other property specific access items provided at move-in. If applicable, residents are encouraged to have open communication with the office staff during their stay to report/reconcile any damage that occurred during their occupancy.

Please reference the Potential Damage and Cleaning Charges summary for an estimate of standard damage and cleaning charges.

Resident Signature

August 23, 2023
Date

Agent of Owner Signature

August 23, 2023
Date

Potential Damage and Cleaning Charges

This is a list of the most common charges encountered when the apartment is in need of cleaning/repair. Please note that these charges are minimal estimates and may not include all potential charges; actual charges may vary. The cost of cleaning and repair after move-out will be owed if you do not have a deposit, or if your deposit is not sufficient to cover the charges.

Normal wear and tear, and the condition of the apartment when you moved in (based on move-in inspections/condition forms) will be taken into consideration before charges are accrued. Resident is required to pay balance within 45 days of receipt.

Common Area Space			
	1 Res	2 Res	3 Res
Common Area Cleaning	\$160	\$60	\$53
Kitchen			
Drip Pans-per pan	\$8	\$4	\$3
Stove Replace	\$420	\$210	\$140
Refrigerator Replace	\$700	\$350	\$233
Dishwasher Replace	\$300	\$150	\$100
Microwave Replace	\$299	\$150	\$100
Ice-maker	\$100	\$50	\$33
Damaged Counter Tops	\$180	\$90	\$60
Disposal Replacement	\$80	\$40	\$27
Kitchen Table Replace	\$195	\$98	\$65
Kitchen/Desk Chair Replace	\$80	\$40	\$27
Cabinet Door/Drawer Replace	\$100	\$50	\$33
Ceiling Fan Replacement	\$150	\$75	\$50
Walls – Common Area			
Full Common Area Paint	\$200	\$100	\$67
Touch-up Per Wall	\$40	\$20	\$13
Door Paint	\$35	\$18	\$12
Wall Damage Smaller Holes	\$15	\$8	\$5
Wall Damage Sheetrock Damage	\$50	\$25	\$17
Carpet Clean/Replacement			
Common Area Cleaning	\$65	\$33	\$22
Floor Replacement	\$650	\$325	\$217
Plank Replacement	\$125	\$63	\$42
Misc – Common Area			
Light Fixtures	\$60	\$30	\$20
Trash Out - \$25 / Bag	\$25	\$13	\$8
Carpet Clean Upcharge (Pet/Smoke)	\$50	\$25	\$17
Pest Treatment	\$125	\$75	\$50
Living Room / Laundry			
Blinds	\$35	\$18	\$12
Window Screen	\$35	\$18	\$12
Window - Standard	\$180	\$90	\$60
Interior Door	\$110	\$55	\$37
Ottoman Replace	\$152	\$76	\$51
Sofa Replace	\$525	\$263	\$175
Sofa Clean	\$65	\$33	\$22
Arm Chair Replace	\$360	\$180	\$120
Arm Chair Clean	\$45	\$23	\$15
End Table Replace	\$103	\$52	\$34
Washer / Dryer Replace	\$600	\$300	\$200

Bedroom / Bath	
	1 Res
Clean	\$85
Mattress Steamclean	\$65
Mattress Replace	\$195
Bedframe Replace	\$210
Desk Replace	\$164
Chair Replace	\$80
Chair Clean	\$25
Headboard	\$100
Dresser Replace	\$390
Night Stand	\$147
Blinds	\$35
Window	\$180
Screen	\$35
Interior Door / Frame	\$115
Bedroom Mirror Damage	\$65
Toilet Seat Replace	\$25
Towel / TP Holder	\$20
Flooring Replacement – Bathroom	\$125
Walls – Bedroom Suite	
Full Bedroom / Bath Paint	\$125
Touch-up Per Wall *up to 2 walls*	\$40
Door Paint	\$35
Wall Damage Smaller Holes	\$15
Wall Damage Sheetrock Damage	\$50
Carpet Cleaning / Damage	
Bedroom Carpet Cleaning	\$75
Bedroom Carpet Replace	\$635
Carpet Cleaning Upcharge (Pet / Smoke)	\$50
Misc - Bedroom Suite	
Light Fixtures	\$60
Trash Out - \$25 / bag	\$25
Deadbolt	\$35
Pest Treatment	\$100
Saf-Lok Key	\$50
Bedroom Key	\$25
Mail Key	\$25
Front Door Key	\$50

1. If carpet needs to be deodorized, spot treated or replaced at time of move-out, charges will be assessed accordingly.
2. It is not uncommon for the following items to be damaged and/or require extra cleaning, repair or replacement when a pet is kept in an apartment: blinds, carpets, cabinets, doors and door frames. In addition, all apartments that have pets will be treated for fleas and charges will be assessed accordingly.
3. This sheet is an estimate of costs and is subject to change without notice.

The Verge Community Policies Handbook

A minimum \$50 fine will be assessed for each non-compliance violation which includes a posting fee. Some policies have additional fines attached.

- 1. APARTMENT CONDITION:** Your apartment may be a shared apartment which is continuously occupied. It is a "used" apartment. Therefore, when you move in, your apartment may be at different stages of clean or dirty depending on the time elapsed from the most recent major maintenance period and the cleaning habits of your roommates. The Verge will not schedule your bedroom or apartment unit/house/duplex for cleaning upon your lease renewal, lease transfer or adding a roommate to your lease. You agree to accept the cleanliness of your apartment and the condition of its contents "as is" when you move in or renew your lease –there is no guarantee the apartment will be clean to your personal standards. The carpet and paint may not be new when you move in. You will not be compensated for any cleaning that you do to bring the apartment to the level of cleanliness that you are comfortable with. The carpet will not be replaced nor will painting be done in your apartment during your stay. The appliances and furniture have been used prior to your arrival. That is the nature of a continuously occupied apartment. No two apartments are the same. Each apartment is different in the condition, age and quality of the paint, carpet, appliances, furnishings, etc. Please do not ask us to modify your apartment in any way to match another apartment which has something you consider to be superior in quality or condition. Your assigned personal bedroom (not applicable for lease renewals, lease transfers or lease add-ons) will be cleaned and bedroom carpet cleaned prior to your move in. Residents have 24 hours after a scheduled move in to notify The Verge of any cleanliness issues.
- 2. OCCUPANCY:** One person per bedroom per lease. Additional person added to lease agreement must be approved in writing by management and will incur an additional monthly fee, subject to change. All residents must have approval and have a current valid lease to live at a The Verge property. Subletting is not permitted without written approval. A \$500 fine will be assessed to anyone found illegally subletting. Residents may not use a vacant bedroom in the apartment they occupy unless they have written permission for The Verge.
- 3. APARTMENT ACCESS:** All occupants residing in the apartment must be a lease holder. All residents must be approved by management and go through proper screening.
- 4. DOORS/LOCKS/KEY:** All locks to the apartment/house must be installed by The Verge. Pad locks are not permissible and will be removed at the resident's expense. Locks/door codes are changed between each full turnover. A minimum fine of \$50 per unapproved changed door lock will be assessed. Resident will be charged \$10 for a replacement key or to change a door code during the lease. If the Resident becomes locked out of the Unit, the Resident will be charged a minimum of \$50 to gain re-entry during non-business hours. A \$50 fee will be charged per Resident for unreturned keys upon the lease expiration. Management will only release keys or door codes to lease holder(s) and/or a guarantor.
- 5. MOVE-INS AND MOVE-OUTS:** You must check in with us in person at the beginning of your stay to receive an orientation of your lease. A check in must be scheduled during business hours. You will have 72 hours from your move-in date to amend your condition sheet and return the condition sheet to our office before you can receive keys and/or laundry card. Additional move-out instructions are available on our website, www.thevergeapts.com. If you do not vacate your apartment by noon on the date of your move-out, you will be assessed a hold-over fee of \$100 at 12:01pm on the date of the lease expiration and \$50 per day thereafter until you release the apartment to us. This includes storing your personal items in any common areas. You must return all issued keys to The Verge by noon on the last day of your lease or pay a \$50 fine for lock changes. Keys returned after the expired lease will still be subject to fees. If you do not check-in or check-out with us in person, you will be charged a non-compliance fee.
- 6. ASSIGNMENT OF LEASE:** You may choose to sell your contract at any time during your lease-term, but you are responsible for finding a replacement resident. Any removal of resident(s) from an existing lease will be assessed a lease modification/assignment fee per transaction. Your replacement resident will be required to go through the application process and pay any non-refundable processing fees. The Verge does not offer contract assignment without a replacement resident. The Verge will not be responsible for cleaning the bedroom, apartment unit that is being transferred. Departing resident will be required to return all keys to The Verge upon departing to avoid any additional exit fees. While we try to accommodate roommate requests, sometimes it is not possible. Management will abide by all applicable laws including the Federal Fair Housing Laws.
- 7. TRANSFER WITHIN THE VERGE PROPERTIES:** A current resident may transfer within The Verge properties by notifying our office in writing of their intent and paying a transfer fee and any security deposit required. ***This is subject to availability.***
- 8. ROOMMATES:** Owner/Agent cannot guarantee roommate preferences but strives to accommodate Resident. All disagreements must be resolved by the roommates and/or their respective guarantors. It is understood that each/all roommate(s) and their guarantor(s), if any, take sole responsibility for the contractual agreements in its entirety made with The Verge in accordance with Fair Housing and Washington State Laws.
- 9. CARE OF APARTMENT INTERIORS:** **The Verge reserves the right to make any immediate and necessary repairs to the interior/exterior of the property caused by neglect from the resident and their guest(s) in order to preserve the integrity of the property at the resident's expense. **

- a.) **Windows:** All mini-blinds and patio blinds and window screens are provided by The Verge and must not be removed. Additional window curtains may be hung. All hardware and curtains must be removed upon vacating the apartment and holes spackled. Holiday lights are permitted during holidays but must be removed in a timely fashion after the holiday. Neon signage, posters, flags or advertising in windows is prohibited. Holiday lights strung on the wall may incur painting charges upon move out if walls damaged or burnt.
- b.) **Walls/Ceilings:** Any apartment decorations may be put up on the walls with nails, or push pins only. Damage to the interior caused by excessive or large holes will be charged to the resident. **Any type of adhesive or sticky tape is not allowed.** Residents may not paint, wallpaper, or make any other permanent alterations to apartment interior. Do not cover or hang things from the smoke detectors.
- c.) **Doors/Cabinets:** No items may be put on the cabinets, doors or woodwork. Do not write on the doors/cabinets or woodwork. Broken doors and door jambs will be repaired at the resident's expense.
- d.) **Carpets/Vinyl:** No burning candles are to be left unattended in a unit. Removal of wax and gum on carpets will be the responsibility of the resident(s) and is subject to a fine. It is the resident's responsibility to care for and maintain the carpet. To preserve the integrity of the flooring, vacuum and sweep frequently, clean up spills immediately and mop vinyl/wood regularly.
- e.) **Countertops:** Do not use the countertops as cutting boards. Avoid setting hot items directly on the countertops. Do not sit climb or stand on countertops.
- f.) **Toilets:** Flushing of feminine hygiene products, excessive use of toilet paper, paper towels, diapers, trash, food and foreign objects down the toilets is strictly prohibited. Resident will be responsible for any fees incurred by clogged toilets due to misuse. Residents should purchase a toilet plunger and attempt to clear the stoppage before contacting maintenance. Clogged toilets will result in a minimum \$30 repair fee. Removal of toilet to unclear any stoppage will result in additional fees.
- g.) **Tubs/Sinks:** Normal care and consideration will preserve your drain fixtures. Clean drains regularly of hair and grime build up.
- h.) **Disposals:** Do not put gravel from fish tanks, greasy or fibrous items, too much food, eggshells, glass, foreign objects or bottle caps into the garbage disposal. Clogged disposals will result in a \$30 repair fee.
- i.) **Washer and Dryers:** Do not overload washer and dryers, as this will not only hinder cleaning, but will shorten the life of the appliance. Clean out dryer lint trap and wipe out interior of washer after each use. If an appliance is broken due to misuse, the resident will be responsible to repair and/or replace.
- j.) **Dishwasher:** Rinse dishes thoroughly of food and foreign objects and clean out food build up from the drain in the bottom to avoid dishwasher clogs.
- k.) **Lights:** Replacement bulbs will be the responsibility of the resident except for fluorescent bulbs in the kitchen light fixtures. Use no more than 60-watt bulb replacements.
- l.) **Circuits:** Avoid overloading electrical circuits and replace worn or frayed electrical cords. Report any electrical problems to the rental office immediately.
- m.) **Heaters:** Keep all heat outlets free of dust, lint and dirt for more effective heating and/or cooling. Keep all items at least 3 feet away from any heat source to avoid overheating.
- n.) **Overall Sanitation:** You are required to keep the premise clean and sanitary and to remove all waste in a timely fashion. Stock piling of trash may cause unhealthy living conditions such as mold and pest infestations.
- o.) **APARTMENT USE:** Musical instruments are only allowed when played at a low level during daytime hours. They must not disturb neighbors. Manufacturing use or distribution of illegal drugs or distribution of alcohol to minors is grounds for immediate eviction.

10. REPORTING DISTURBANCES: When a neighbor is being too loud during office hours, you may call our office @ 509-962-4010. If the disturbance is after hours, you may contact the Ellensburg Police Department @ 509-962-7280. Please be aware that there is a certain level of noise associated with living in an apartment community. Only excessive noise disturbances should be reported if it is disrupting sleep or studying. Please be aware that management relies on residents to report most noise disturbances and improper behavior outside apartments. Please don't hesitate to call if you see anything inappropriate happening outside your apartment. Criminal activity will be turned over to the police and subject to prosecution.

11. NOISE REGULATION: Noise Regulation hours are from 10:00pm to 7:00am. After 10:00pm all residents must keep all noise to a minimum. Activities to monitor include TVs, stereos, vacuuming, laundry, and get-togethers both inside and out on patios/balconies. If you have guests over after 10:00pm, please refrain from loud laughing and yelling. Each resident is responsible for their guests while they are on The Verge Property.
Police documented disturbances will result in an additional **\$150 charge** to the apartment unit. No more than 12 people are permitted in an apartment at a given time or on any deck. Remember that you share walls, floors and ceiling space. Any theft, loss, or damages (reported or unreported) is the responsibility of the resident(s).

12. HALLWAYS/COMMON AREAS: Loitering in stairways, landscaping and common areas is not permitted. Walking through any garden area that doesn't have a pathway or sidewalk is prohibited. Do not leave trash in common areas especially in front of your front or back door, on decks or in your yard. Public urinating is prohibited and a violation of city code. If you or your guests vomit in the common areas, you need to clean it up! Trash will be removed at the resident's expense. Any violation under this paragraph is subject to additional fines. Repeat violations can result in an eviction.

- a. **ENTRYWAYS, PATIOS, BALCONIES & YARDS:** Apartment/House entry areas, balconies, decks, patios and backyards are not storage areas. Areas visible to the outside must be kept neat and free of clutter. Items such as but are not limited to, cigarette butts, trash, laundry, broken furniture, dead plants, empty boxes, tires, garbage cans, beer bottles/cans, kegs, plastic tarps, tiki torches/oil lanterns, are prohibited in these areas. Only patio furniture is allowed outside the apartment—never trash or interior furniture. Management reserves the right to determine what items “detract” from the community. These items are subject to removal at the expense of the resident(s). Potted plants, personal gardens, and decorative lighting during the holidays only are allowed if installed properly and removed in a timely order. Signage/Flags in windows is/are not allowed. Outdoor burning of any kind is prohibited. Residents and/or furniture are/is not allowed on rooftops. An additional \$500 fine will be assessed for each rooftop or outdoor burning violation. Climbing from deck to deck or onto rooftops is strictly prohibited and will incur an additional fine. Throwing items off the balcony or patio is prohibited and subject to additional fines.
13. **PARKING:** Parking is limited and not guaranteed. Parking permits are required at our property and may be purchased during business hours. **Any vehicle illegally parked, improperly parked, parked in a fire lane, painted curb, handicapped space, or blocking access to walkways, dumpsters and driveways will be towed without notification at the owner’s expense!!** All vehicles kept on The Verge property must be in drivable condition, be registered with the Department of Motor Vehicle and must always have valid The Verge parking pass visible on their vehicle while on The Verge property; all others **will** be towed. Residents should let their visitors know that a visitor pass must be purchased to park on the property to avoid being towed. Visitor passes are limited and sold on a first come basis. This includes parents visiting especially during Mom’s, Dad’s and Graduation weekends. Permits are available to purchase by non-residents after Labor Day.
14. **ANIMALS:** DO NOT ACQUIRE AN ANIMAL OR ALLOW AN ANIMAL TO VISIT WITHOUT PRIOR LANDLORD PERMISSION including service animals and ESA (emotional support animal) animals. Animals of any kind are prohibited without written approval from management, with the exception, of fish in tanks less than 25 gallons. Approved animals are limited to 2 per unit. Damage caused by animals will be assessed at the time of inspection and all monies associated will be charged to the residents of the unit or animal owner. **Any person found with an unauthorized animal (this includes a visiting animals) are subject to an additional \$250 fine, \$30 posting fee plus animal rent.** Damage caused by unapproved animals is subject to additional repair or replacement costs. **Animal sitting and/or animal visiting at The Verge properties is not permitted without written approval!** An animal lease agreement and addenda are required for all approved animals. Animal owners must comply with city regulations (see animal lease agreement and addendums). All ESA animals require an additional form to be completed by a physician.
15. **TRASH REMOVAL AND RECYCLING:** Dumpsters are provided for trash disposal. Do not leave any trash outside the dumpster, or in entryways/breezeways. This will result in a \$25 charge per bag. Do not throw garbage into recycling bins. Removal of furniture is the resident(s) responsibility. Do not throw furniture in or next to dumpsters as this will result in extra garbage removal fees for the entire apartment community. You can contact the office to have a special pickup for large ticket items at your cost. Recycling bins are marked, and cardboard recycling is available at the dumpster areas. Holiday trees may be left outside dumpsters for pickup by charity organizations. Excessive garbage pick-up may/will result in additional charges to the entire apartment community. Immediately report any illegal dumping to The Verge Management. Trash left outside in front of unit door will be removed and billed back to unit.
16. **BARBECUES:** Fire codes prohibit the use of charcoal barbecues on Premises and propane barbecues on apartment balconies or porches unless the area is protected by a fire sprinkler system or all adjacent building surfaces are totally non-combustible. Propane barbecues are not permitted to be left or stored in the common areas which may include but not limited to walkways, parking lots and stairwells. It is the resident’s responsibility to keep the barbeque and area around it clean and free of debris. Fire pits are prohibited. A \$200 fine will be assessed for charcoal grills found on the property and they will be removed immediately without further notification.
17. **REPORTING MAINTENANCE & PROPER CARE OF APARTMENT AND FURNISHINGS:** Please report any maintenance issues with your apartment promptly in writing by submitting a work order request at our website www.thevergeapts.com under the Resident Tab/Maintenance Request. Should an emergency arise after hours, you can contact our office by phone and follow the instructions for after hour emergencies.
- An after-hours emergency consists of fire (please call 911 first), flood, broken water pipe, no heat if below 55 degrees outside, loss of hot or cold water, loss of electricity, call our office and select emergency.**
- a. **WATER LEAKS:** For leaking sinks: water can be shut off under the sink. For leaking or running toilets: water can be turned off behind the toilet. An occasional ceiling leak may result from water leaking out of the tub above because of improper use of a shower curtain. If water is continuously leaking from a ceiling, contact the office immediately.
- b. **WATER DISCOLORATION:** When the city works on water lines, air enters underground pipes and may cause a rusty look to the water. This can usually be resolved by running your water for a short period of time.
- c. **“PTE” (permission to enter):** When you call, please indicate if there is “PTE” (permission to enter) the apartment for maintenance. Also notify any roommates that PTE has been given so they are expecting maintenance to come over. If you would like to be present, please say “NO PTE” and leave a contact number for maintenance to call and schedule an appointment.
- d. **VENTILATION:** The use of bathroom fan is required during every shower/bath up to 30 minutes after taken to prevent mold.

e. **RESPONSIBILITY FOR DAMAGE:** Please properly maintain and care for the premises, apartment, and site (including all appliances, fixtures, furniture, miscellaneous furnishings, landscape, parking, common areas, and trash areas). Any abuse, loss, or damage must be immediately reported in writing, using the established reporting methods, to our office. The Verge reserves the right to repair any damages caused by the resident due to negligence at the resident's expense. Do not use oven cleaner with self cleaning ovens. Do not use abrasive cleaners on acrylic bathtub enclosures. Unreported damage may be reported to the appropriate authorities and police/legal action may ensue. **You are responsible to leave the apartment/bedroom in good and clean condition upon vacating to avoid additional charges. This will include any resident assigning their contracts during the lease term. Acceptable normal wear and tear will be at the management's discretion.**

18. **SAFETY:** The Verge cannot guarantee your safety. As an individual, your safety is your responsibility. We urge you to take any necessary steps to ensure your safety and secure your valuables. Please be a vigilant neighbor and report any suspicious behavior including unlit parking areas to our office @ 509-962-4010 or call 911.

WEAPONS: Firearms, knives, ammunition, explosives, or any devices which intended use is capable of inflicting injury or damaging property, including but not limited to martial arts weapons, BB guns, slingshots, pellet guns, paintball guns, wrist rockets, swords, hunting knives, and bows are prohibited.

CRIMINAL ACTIVITY: Resident, any member of resident household shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. (As defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]). Violation of said provision shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy.

19. **SMOKING:** Smoking of any kind (legal or illegal substances) is prohibited within 25ft of The Verge properties and subject to a \$250 fine per offense. Any apartment found to be throwing cigarette butts on the ground will be assessed an additional \$30 plus a posting fee per offense for clean-up in addition to any fines associated with throwing litter off balconies. Smoking in common areas is prohibited unless further than 25ft from buildings. Common areas include but are not limited to hallways, breezeways, stairways, decks, patios, parking lots, lawns, and driveways. Residents are responsible for their guests and will incur fines for their guests.

20. **SEASONAL:** Residents are responsible for snow removal on their front porch, immediate stairs and next to their vehicle. The Verge suggests that residents invest in a snow shovel. Resident understands and agrees to not turn off heat during the fall and winter months even when leaving for school breaks. Heat in all units is required to be set to a minimum of 60 degrees or comfort level unless temperature drops to extreme lows. If this occurs, heat will need to be warmer in unit to prevent frozen pipes.

a. **FALL:** The City of Pullman will sweep leaves from the street during Thanksgiving Break. Maintenance will be inspecting all units for enough heat during the Thanksgiving Break.

b. **WINTER:** The Verge will have snow plowed in the parking lots of the apartment buildings as needed during the winter months. Maintenance will put down ice melt at stairways and walkways at all properties. Maintenance will be inspecting all units for enough heat and/or signs of frozen pipes throughout the Christmas Break. We recommend keeping cupboard doors under all sinks open and exposed to unit heat as well as setting your faucets to drip water to help prevent frozen pipes if you vacate your apartment for any more than a couple of days during the school breaks.

c. **SPRING:** Maintenance will conduct spring break inspections on all units that have not renewed. The purpose of these inspections is to determine turnover costs of the unit.

d. **SUMMER:** Turnover of apartments occurs during the summer months of May-August. Maintenance representatives as well as its vendors may be scheduled to enter the unit throughout the summer for turnover repairs.

21. **COLLECTIONS:** Repair and Fee sheets are available upon request. Any unpaid accounts over 45 days are subject to our collections department. Any unpaid account sent to collections will be billed an additional 35% of the amount owed. Any payment plan must be submitted in writing and is subject to management approval.

Resident Signature: _____ Date: August 23, 2023

Owner/Agent: _____ Date: August 23, 2023












The Verge Apt Lease_082423_SD


Final Audit Report

2023-08-31

Created:	2023-08-28
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiH-3CNO7CclgTRInb_nk9n12fY-7hw1R

"The Verge Apt Lease_082423_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Document emailed to Dave DeMarco (ddemarco@everettwa.gov) for approval
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-  Email viewed by Dave DeMarco (ddemarco@everettwa.gov)
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-  Signer mtalley@horizonra.com entered name at signing as Millie Talley
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-  Document e-signed by Millie Talley (mtalley@horizonra.com)
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 Agreement completed.

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