



## SHARED LIVING SPACE RESIDENTIAL LEASE AGREEMENT

THIS SHARED LIVING SPACE LEASE AGREEMENT ("**Lease**") is entered into by DAVID FUTTER AND JIMMIE DEAN BUTTS ("**Tenant**") and the CITY OF EVERETT, a Washington municipal corporation ("**Landlord**"). The parties agree to the following terms and conditions:

### SPECIFIC TERMS

1.	DATE OF LEASE:	September 9, 2024
2.	TENANT:	David Futter (Tenant 1) and Jimmie Dean Butts (Tenant 2), collectively "Tenant".
3.	HOUSE ADDRESS:	528 Madison Street, Everett, WA 98203
4.	NATURE OF LEASE	Shared living space, with Mr. Futter and Mr. Butts each having a private bedroom and sharing other parts of the House with other House tenants.
5.	LEASE TERM:	The term of this Lease is month-to-month.
6.	RENT:	Rent per month for the entire House is \$2,500 + 12.84% Leasehold Tax (\$321) = \$2,821 total per month. Mr. Futter and Mr. Butts and other House tenants are each jointly and severally responsible for the Rent.
7.	REFUNDABLE SECURITY DEPOSIT:	None
8.	NONREFUNDABLE CLEANING FEE:	None
9.	APPLICATION / SCREENING FEE	\$11 per individual
10.	ADDRESS FOR RENT	Treasurer City of Everett 2930 Wetmore Avenue Everett, WA 98201
11.	LEASE GUARANTY	Name of Guarantor: Sunrise Services. The guaranty is signed with this Lease.
12.	OTHER PROVISIONS	The House will be living space shared by Tenant and other tenants. Other tenants will be determined by the Landlord. Other tenants will sign separate leases with the Landlord.  Landlord may terminate this Lease effective on 30 days written notice to Tenant. If applicable law requires a longer notice period, then Landlord will provide notice as required by law.

## GENERAL TERMS

**1. LEASE OF PREMISES.** Landlord agrees to lease to Tenant the House (the “**Premises**”) as shared living space with other tenants. The Premises is on the real property located at the House Address in Section 3 of the Specific Terms (the “**Property**”).

**2. RENT.** The monthly rent shall be the amount set forth above in Section 5 of the Specific Terms, payable on or before the first day of each month to Landlord at the Address for Rent in Section 9 of the Specific Terms, or as otherwise directed by the Landlord. Tenant shall pay the first full month’s rent concurrently with the execution of this Lease. If Tenant remains on the Premises after the expiration of the initial Lease Term in Section 4 of the Specific Terms, then, to the extent permitted by law, Landlord may increase the monthly rent upon 60 days’ written notice to Tenant and the other provisions of this Lease shall continue to apply.

**3. UTILITIES.** Tenant shall pay for all utilities for the Premises during the term of this Lease, including, without limitation, gas, electricity, telephone, water, sewer, waste disposal, cable TV and Internet and the security system if such a system is installed in the Premises and Tenant, at its sole expense, activates the system. If the bills for any utilities are delivered to Landlord, Landlord shall forward the bill to Tenant and Tenant shall pay such bills in full prior to the date that each is due. If Tenant does not make such payment, Landlord may pay such bill from the Security Deposit and upon demand Tenant shall pay Landlord the amount necessary to restore the Security Deposit to its original balance. Failure by Tenant to pay the amounts due for any utility three (3) times during any twelve (12) month period, shall be a breach of this Lease entitling Landlord to exercise all of its rights and remedies available under law for such breach, including, without limitation, the right to terminate this Lease.

### **4. LATE CHARGE/RETURNED CHECK CHARGE/REPLACEMENT KEYS**

**4.1** Any rent received after the 14th day of the month will be considered delinquent and charged an additional \$25.00 late fee plus \$5.00 per day for every day thereafter until paid in full, to a maximum of \$150.00 for each delinquent monthly rent payment.

**4.2** A \$50.00 fee, plus any applicable late fees, will be charged for a check returned for insufficient funds or any other reason by Tenant’s bank.

**4.3** A \$50.00 fee will be charged to replace keys.

**5. SECURITY DEPOSIT AND RECEIPT.** Landlord acknowledges receipt of Tenant’s Security Deposit in the amount specified in Section 6 of the Specific Terms as a deposit for all purposes including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges. Tenant’s liability is not limited by the amount of the Security Deposit. Landlord shall have the right to proceed against Tenant to recover sums (exceeding the amount of Tenant’s Security Deposit) for cleaning, painting, or repairs to the Premises or replacement of lost or missing items for which Tenant is responsible, together with any reasonable attorneys’ fees as provided by law.

**6. REFUND OF DEPOSIT.** Any refund of Tenant’s Security Deposit is subject to the terms and conditions of this Lease. Tenant understands that all or a portion of the Security Deposit may be retained by Landlord upon termination of the tenancy and that a refund of any portion of the Security Deposit to Tenant is conditioned as follows:

**6.1** Tenant shall have cleaned and restored the Premises to their condition at the commencement of this Lease (less normal wear and tear), as evidenced by the Inspection Report, attached hereto as **EXHIBIT A**, signed by Tenant prior to occupancy. Tenant agrees to have carpets cleaned to professional standards or request Landlord to do the same at Tenant’s expense, at the termination of the tenancy.

**6.2** Tenant shall return to Landlord all keys and garage door openers provided during the tenancy.

**6.3** Tenant shall have remedied or repaired any damage to the Premises, appliances, equipment, furnishings, and fixtures, to Landlord's reasonable satisfaction.

**6.4** Tenant shall have replaced any lost or missing items including, but not limited to, furnishings, appliances, equipment, and personal property of Landlord, provided during the tenancy.

**6.5** Tenant shall have complied with all the provisions of this Lease.

**6.6** Labor for cleaning and repairing the Premises shall be charged at a rate of \$25 per hour, except for labor performed by parties other than Landlord or Landlord's agent, which labor shall be assessed at its actual cost. Landlord may increase the hourly rate upon 30 days' notice to Tenant.

Landlord's statement for retaining any portion of the Security Deposit, together with any refund owing shall be sent to Tenant's forwarding address within 14 days after termination of this Lease and vacation of the Premises.

## **7. PREPAYMENTS.**

N/A  
**Initials** Tenant agrees to make a prepayment toward last month's rent in the amount set forth above in Section 5 of the Specific Terms (the "**Prepayment**") paid in a lump sum at the time of signing this Lease. Tenant is required to pay any difference between the Prepayment and the actual rent due for the last month of tenancy. If the Prepayment is not used during Tenant's last month of tenancy, Landlord may apply the Prepayment as a credit toward unpaid charges including, but not limited to, delinquent rent, late fees, returned check fees, replacement key fees, and utilities.

**8. TENANT SCREENING FEE.** Application and screening fees paid prior to commencement of this Lease are non-refundable. Tenant authorizes Landlord to obtain a credit report and background check on Tenant at any time during tenancy and up to one year following Tenant's occupancy of the Premises, at Landlord's expense. Tenant warrants it has never been convicted of nor pleaded guilty or no contest to a felony (whether or not resulting in a conviction) and that Tenant has never been convicted of or pleaded guilty or no contest to a misdemeanor involving domestic abuse, sexual misconduct, or a crime against a child (whether or not resulting in a conviction).

## **9. TERMINATION OF TENANCY**

**9.1** The term of this Lease shall expire on the ending date of the Lease Term in Section 4 of the Specific Terms. If Landlord does not consent to Tenant holding over after the expiration of the initial Lease Term, Tenant shall vacate the Premises no later than midnight on the last day of the initial Lease Term. If Landlord consents to Tenant holding over after the expiration of the initial Lease Term, such tenancy shall be deemed to be on a month-to-month basis on the same terms as this Lease, except that Landlord may increase the monthly rent as provided in Section 2, and such tenancy may be terminated according to Washington law at the end of a calendar month by Landlord or Tenant upon at least 20 days' prior written notice to the other. If notice is not received at least 20 days prior to the last day of any such month, Tenant shall be obligated to pay rent through the end of the following month. If either party issues notice of termination, Tenant shall vacate the Premises no later than midnight on the last day of the applicable calendar month.

**9.2** Landlord may give the following notices as circumstances may warrant:

- a) Fourteen day notice, after a default in the payment of rent, to pay the rent in full or vacate the Premises.

- b) Three day notice to vacate the Premises for committing waste upon the Premises, setting up or carrying on any unlawful activity or business, or permitting or maintaining a nuisance on or about the Premises.
- c) Ten day notice to comply with any of the terms of this Lease or vacate the Premises.

**9.3** Any notice given by either party shall be in writing, either delivered personally or sent by U.S. Mail prepaid or by email. Notice to Tenant shall be delivered to the address of the Premises, or Tenant's last-known address. Notice to Landlord shall be delivered to Landlord at the Address for Rent in Section 9 of the Specific Terms.

**10. TENANT'S OBLIGATIONS.** Tenant agrees as follows:

- 10.1** To pay all rent and other charges promptly when due or assessed, including all utilities.
- 10.2** To keep the floor coverings, window coverings, countertops, furnishings, patios, parking spaces, and appliances in good working order and in a clean sanitary condition, including emptying the lint trap in the dryer between laundry loads.
- 10.3** To replace in a neat and workmanlike manner, at Tenant's own expense, any windows, doors, or other fixtures broken by Tenant or Tenant's guests, invitees, or licensees during occupancy.
- 10.4** To take precaution against freezing or stopping of water or waste pipes; the cost of repairing pipes damaged by Tenant or Tenant's guests, invitees, or licensees during occupancy, including damage caused by failure to take precautions against freezing, and the cost of clearing stopped pipes, shall be at Tenant's sole expense.
- 10.5** To promptly notify Landlord of any substantial damage, breakage, or non-operation of pipes, toilets, appliances, furnaces, or other aspects of the Premises, including, without limitation, water leaks and water damage of any kind.
- 10.6** To maintain the yard in good order and condition and properly dispose of all garbage and other waste at reasonable and regular intervals and to follow all required recycling and composting procedures, and to assume all costs of extermination and fumigation for infestation arising during Tenant's occupancy.
- 10.7** To refrain from smoking on the Premises and the Property.
- 10.9** Not to install antennae or satellite dishes on the roof or exterior of Premises without Landlord's prior written consent.
- 10.10** To have no garage, yard or other sales on the Premises or Property, or to have guests visit for any commercial purpose without Landlord's written consent.
- 10.11** Not to throw objects or shake rugs, brooms, and mops from the windows.
- 10.12** Not to keep on the Premises any item of a dangerous, toxic, flammable, or explosive character or any item that will increase any property or liability insurance of Landlord.
- 10.13** Not to keep pets on the Premises without the prior written consent of Landlord
- 10.14** Not to make any alterations, additions, painting or improvements to the Premises, nor to change or add additional locks, nor change or add phone or cable jacks, nor to install any wires, cables, or satellites for radio, television, or other purposes on the roof or other parts of the Premises or the Property without Landlord's prior written consent. In the event such consent is given, all such alterations or additions shall be made at Tenant's sole expense and shall become the Landlord's property and shall be surrendered with the Premises upon vacation, unless Landlord requires removal of the alterations or additions and restoration of the Premises, which removal and restoration shall be at Tenant's sole expense and completed prior to expiration or termination of the Lease.

**10.15** To comply with all federal, state and local laws, regulations, and ordinances, with special emphasis placed on Landlord's prohibition on the use of the Premises for drug manufacture/possession/sale, prostitution, or any felony, misdemeanor, or other illegal use.

**10.16** Not to permit any person to occupy the Premises other than Tenant; Landlord consent is required for guests visiting longer than 7 days in any 4-week period. All unauthorized occupants shall result in a charge to Tenant of \$100 per day.

**10.17** To ensure that Tenant and Tenant's guests, invitees and licensees maintain order in and around the Premises and the Property, and refrain from any loud or disruptive noises.

**10.18** Tenant is responsible for snow removal on the Premises.

**11. USE.** Tenant agrees that the Premises are to be used and occupied by Tenant as a private dwelling and for no other purpose. Any adult residing in the Premises for other than visitation must be named above as a "Tenant."

**12. ACCEPTANCE.** Tenant represents and warrants that Tenant has examined the Premises, and the Premises are in good order, repair, and in a safe, clean, and tenantable condition, except as indicated on the Inspection Report attached as **EXHIBIT A**. Tenant further understands that determination of any refund of the Security Deposit and cleaning, painting, and refurbishment required at the termination of tenancy will be charged to Tenant on the basis of the Inspection Report.

### **13. LIABILITY**

**14.1** Tenant agrees that all personal property in the Premises shall be at the risk of Tenant. Except as provided by Washington law, Landlord shall not be liable in any manner for damage or loss of Tenant's personal property or the personal property of Tenant's guests, invitees or licensees due to theft, vandalism, fire, water, rain, smoke, explosions, earthquake, or other causes whatsoever unless the damage or loss is due solely to Landlord's gross negligence or intentional misconduct.

**14.2** Except as provided by Washington law, Landlord shall not be liable for, and Tenant shall indemnify, defend, and hold Landlord harmless from and against, any claims, demands, causes of action, judgments, attorneys' fees, costs and expenses arising from or connected with Tenant's use or occupancy of the Premises or the Property, as well as claims, demands, causes of action, judgments, attorneys' fees, costs and expenses for property damage, bodily injuries or death suffered or caused in or about the Premises or the Property, resulting directly or indirectly from the acts or negligence of Tenant or Tenant's guests, invitees or licensees. Tenant also agrees to indemnify, defend, and hold Landlord harmless from and against any and all loss, liability, claims, demands, causes of action, judgments, attorneys' fees, costs and expenses arising out of or relating to Tenant's violation of the promises and agreements contained in this Lease.

**14. RENTER'S INSURANCE.** Tenant understands that Landlord's insurance does not cover Tenant's personal property or Tenant's personal liability arising from the acts or omissions, negligence, intentional misconduct or use of the Premises of or by Tenant or Tenant's guests or invitees. Accordingly, Tenant acknowledges that Landlord has encouraged Tenant to obtain renter's insurance, liability insurance and such other insurance as may be necessary to adequately protect Tenant and its property. Tenant has knowingly and intentionally made decisions concerning such insurance as Tenant deems to be in Tenant's best interest and is not relying on Landlord to provide any insurance or other similar protection in connection with Tenant's manufactured home, personal property or potential liability.

**15. IMPROVEMENTS BY LANDLORD.** Landlord may, at its option, install certain additional improvements on the Premises during Tenant's occupancy. Landlord shall respect Tenant's privacy, shall provide Tenant with at least two days' advance notice of its intention to perform any such work, and shall attempt to schedule and perform such work in a manner that reasonably minimizes disturbance to Tenant.

**16. ACCESS.** Tenant shall allow Landlord access at all reasonable times to the Premises for the purposes of inspection, to show the Premises to any other person having a legitimate interest therein, or to make necessary repairs or improvements. Landlord shall, unless impracticable, give Tenant two days' prior notice of its intention to enter the Premises. In case of emergency or abandonment, Landlord may enter the Premises without notice to Tenant.

**17. SHOWING PREMISES.** Landlord shall have the right to show the Premises to prospective residents for a period of 20 days prior to expiration of Tenant's tenancy and to purchasers or mortgagees of the building provided that Landlord has given Tenant one day's prior notice of its intention to enter the Premises.

**18. REMOVAL OF PROPERTY.** In the event of abandonment, Landlord may immediately enter the Premises and take possession of any property left by Tenant. Landlord shall store the same in a secure place and mail a notice to Tenant's last-known address stating the location and address of the stored property. After 45 days from the date the notice of such sale or disposal is mailed or personally delivered to Tenant, Landlord may sell or dispose of such property and may apply any income derived therefrom against monies due the Landlord, including moving and storage fees. Any excess income derived from the sale of such property shall be held by Landlord for the benefit of Tenant for a period of one year from the date of the sale. If no claim is made or action commenced by Tenant for the recovery thereof prior to the expiration of that period of time, the balance, including interest, shall become the property of Landlord.

**19. ASSIGNMENT.** Tenant shall not assign this Lease nor sublet the Premises or any part thereof. An assignment or subletting without Landlord's prior written consent shall be absolutely null and void and shall, at Landlord's option, terminate this Lease. Landlord may assign this Lease without Tenant's consent.

**20. LEASE PROVISIONS, POLICIES AND PROCEDURES.** Tenant agrees that Landlord may, upon 30 days' written notice, make such reasonable changes or additions to this Lease as are reasonably necessary to protect the Premises from waste and destruction. All other provisions of this Lease shall remain in full force and effect regardless of any change in rules or regulations.

**21. SMOKE DETECTORS; CARBON MONOXIDE DETECTORS.**

DF  
T 1  
Initials

The Premises are equipped with smoke and carbon monoxide detection devices designed, manufactured and installed inside the Premises in conformance with federal and state standards. Pursuant to RCW 43.44.110, Tenant is responsible to maintain these devices in proper operating condition, including the replacement of batteries when required for proper operation.

DF  
T 2  
Initials

If, at any time during the term of this Lease, it appears any smoke or carbon monoxide detection device is not in operation, Tenant shall immediately notify Landlord of the need to replace the device. By state law, failure to comply with these provisions shall be punished by a fine of not more than \$200.00.

**22. MOLD.**

DF  
T 1  
Initials

Tenant acknowledges receipt of the publication entitled "Got Mold? Frequently Asked Questions About Mold," as required by RCW 59.18.060(12) and attached as **EXHIBIT B**.

DF  
T 2  
Initials

Tenant further acknowledges that Tenant's everyday activities may promote or allow mold, mildew or fungi to exist on the Premises, and Tenant waives and releases any and all rights to bring claims for personal injuries or property damage against Landlord, its agents and assigns arising out of, resulting from, or contributed by, directly or indirectly, or in any way related to mold, mildew or fungi existing within the Premises. Tenant agrees to take reasonable action to prevent mold, such as opening a window to keep adequate ventilation.

**23. LEAD PAINT.**

DF

T 1  
Initials

DF

T 2  
Initials

Tenant acknowledges receipt of the Disclosure of Information on Lead-Based Paint, attached as **EXHIBIT C**. Tenant also acknowledges receipt of the pamphlet entitled "Protect Your Family from Lead Paint in Your Home."

**24. NON-WAIVER.** Neither the failure nor any delay by any party in exercising any right or privilege under this Lease will operate as a waiver of such right or privilege, and no single or partial exercise of any right or privilege will preclude any other or further exercise of such right or privilege.

**25. LANDLORD RIGHT TO CURE.** Landlord is permitted to take any action to cure any breach or default hereunder by Tenant and any expenses incurred by Landlord in so doing shall be at Tenant's expense and must be reimbursed by Tenant upon demand.

**26. DEFAULT INTEREST.** All amounts due Landlord hereunder that are not paid when due shall, in addition to any late fees, incur interest at annual interest rate of 12% or the greatest interest rate permitted by law, whichever is less.

**27. ATTORNEYS' FEES.** Tenant agrees to pay all costs, expenses and attorneys' fees, as allowed by law, expended or incurred by Landlord by reason of any default or breach by Tenant of any of the terms of this Lease, including attorneys' fees on any appeal.

**28. MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and that this Lease may not be modified, changed, altered, or amended in any way except through a written amendment signed by both parties.

**29. SEVERABILITY.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions of this Lease shall remain in full force and effect.

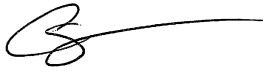
**30. BINDING EFFECT.** If the Tenant is more than one person, then each Tenant executes this Lease as a principal and not as a surety and such persons are each jointly and severally liable for all of the obligations of the Tenant under this Lease. Landlord is not required to join all of such persons in any action under this Lease and may proceed against all or any of them. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns; provided that Tenant shall not assign this Lease without Landlord's prior written consent.

**31. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted pursuant to the laws of the State of Washington.

**EXECUTED BY** Landlord and by Tenant as of the day and year first above written. AdobeSign Signatures are fully binding.

**LANDLORD:**

**CITY OF EVERETT**



MAYOR 09/10/2024

**ATTEST:**



OFFICE OF THE CITY CLERK

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
(2.24.22)

**TENANT:**

*David Futter*

**DAVID FUTTER**



**JIMMIE DEAN BUTTS**, by Jackie Jacobson as  
Attorney-in-Fact under Power of Attorney



## **SCHEDULE 1**

### **PROPERTY LEGAL DESCRIPTION**

Lots 12, 13 and 14, Plat of Beverly Hills Division No. 5, according to the plat thereof recorded in Volume 11 of Plats, page 70 records of Snohomish County, Washington;

Less that portion thereof, conveyed to the City of Everett by Warranty Deed recorded in Volume 397 of Deeds at page 542, recorded under Recording no. 2138463.

### **LEASE AREA**

**(FOR ILLUSTRATIVE PURPOSES ONLY)**



**EXHIBIT A**

**INSPECTION REPORT**

**(See attached Pre-Move In Walkthrough Report)**

## EXHIBIT B

### GOT MOLD? FREQUENTLY ASKED QUESTIONS ABOUT MOLD

What are molds?  
What makes molds grow in my home?  
Can I be exposed to mold?  
Do molds affect my health?  
When is mold a problem?  
When should I sample for mold?  
Can I control mold growth in my home?  
What cleans up mold?  
What cleans up moldy furniture?  
Should I paint over mold?  
Must landlords tell tenants about mold?

#### **What are molds?**

Molds are tiny microscopic organisms that digest organic matter and reproduce by releasing spores. Molds are a type of fungi and there are over 100,000 species. In nature, mold helps decompose or break-down leaves, wood and other plant debris. Molds become a problem when they go where they are not wanted and digest materials such as our homes.

#### **What makes molds grow in my home?**

Mold enters your home as tiny spores. The spores need moisture to begin growing, digesting and destroying. Molds can grow on almost any surface, including; wood, ceiling tiles, wallpaper, paints, carpet, sheet rock, and insulation. The mold grows best when there is lots of moisture from a leaky roof, high humidity, or flood. There is no way to get rid of all molds and mold spores from your home. But you can control mold growth by keeping your home dry.

#### **Can I be exposed to mold?**

When molds are disturbed, they release spores into the air. You can be exposed by breathing air containing these mold spores. You can also be exposed through touching moldy items, eating moldy food or accidental hand to mouth contact.

#### **Do molds affect my health?**

Most molds do not harm healthy people. But people who have allergies or asthma may be more sensitive to molds. Sensitive people may experience skin rash, running nose, eye irritation, cough, nasal congestion, aggravation of asthma or difficulty breathing. People with an immune suppression or underlying lung disease, may be at increased risk for infections from molds.

#### **When is mold a problem?**

You know you have mold when you smell the "musty" odor or see small black or white specks along your damp bathroom or basement walls. Some mold may be hidden growing behind wall coverings or ceiling tiles. Even dry, dead mold can cause health problems, so always take precautions when you suspect mold.

Mold is often found in areas where water has damaged building materials and furniture after flooding or plumbing leaks. Mold can also be found growing along walls where warm moist air condenses on cooler wall surfaces, such as inside cold exterior walls, behind dressers, headboards, and in closets where articles are stored against walls. Mold often grows in rooms with both high water use and humidity, such as kitchens, bathrooms, laundry rooms, and basements. If you notice mold or know of water damaged areas in your home, it is time to take action to control its growth.

#### When should I sample for mold?

You don't need to sample for mold because in most cases you can see or smell mold. Even a clean, dry house will have some mold spores, but not enough to cause health problems. If you smell mold it may be hidden behind wallpaper, in the walls or ceiling or under the carpet. If you suspect you have hidden mold be very careful when you investigate, protect yourself from exposure in the same manner as you would for a clean-up. See clean-up chart below:

#### Can I control mold growth in my home?

Yes you can. **Dry out the House** and fix any moisture problems in your home:

- Stop water leaks, repair leaky roofs and plumbing. Keep water away from concrete slabs and basement walls.
- Open windows and doors to increase air flow in your home, especially along the inside of exterior walls. Use a fan if there are no windows available.
- Make sure that warm air flows into all areas of the home. Move large objects a few inches away from the inside of exterior walls to increase air circulation.
- Install and use exhaust fans in bathrooms, kitchens, and laundry rooms.
- Ventilate and insulate attic and crawl spaces. Use heavy plastic to cover earth floors in crawl spaces.
- Clean and dry water damaged carpets, clothing, bedding, and upholstered furniture within 24 to 48 hours, or consider removing and replacing damaged furnishings.
- Vacuum and clean your home regularly to remove mold spores.
- Check around your windows for signs of condensation and water droplets. Wipe them up right away so mold can't start to grow.

#### What cleans mold?

Clean up mold and take care of the problem by keeping your home dry and keeping mold out.

**Act fast!** Mold damages your home as it grows. Clean it up as soon as possible.

<b>Size the moldy area</b>	<p>Decide if you have a large or small area of mold. A small area is less than about ten square feet, or a patch three feet by three feet square. To clean a small area, follow the advice below. You may use a cotton face mask for protection.</p> <p>If you have a lot of mold damage (more than ten square feet) consider hiring a cleaning professional. If the moldy area has been contaminated by sewage or is in</p>
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	hidden places hire a professional. To find a professional, check under "Fire and Water Damage Restoration" in your Yellow Pages. If you decide to clean up on your own, follow the guidance below.
<b>Use protection</b>	Wear goggles, gloves, and breathing protection while working in the area. For large consolidated areas of mold growth, you should wear an Occupational Safety and Health Administration (OSHA) approved particle mask.
<b>Seal the area</b>	Seal off area from the rest of your home. Cover heat registers or ventilation ducts/grills. Open a window before you start to clean up.
<b>Remove items</b>	Remove all your furnishings to a mold-free area. Clean the surrounding moldy area then follow cleaning directions below for the items you removed and the new space.
<b>Bag moldy trash</b>	Bag all moldy materials and tie off the top of the bag. Bring them outdoors and place in your garbage container right away.
<b>Scrub surfaces</b>	<p>Scrub hard surfaces:</p> <p>First wash with a mild detergent solution, such as laundry detergent and warm water. Allow to dry.</p> <p>(Optional step) Then wipe with a solution of ¼ cup bleach to one quart of water. Wait 20 minutes and repeat. Wait another 20 minutes.</p> <p>Last apply a borate-based detergent solution and <b>don't</b> rinse. This will help prevent mold from growing again. A borate-based laundry or dish washer detergent has "borate" listed on the ingredients label.</p>
<b>Clean and wash</b>	Give the entire area a good cleaning, vacuum floors, and wash any exposed bedding or clothing.
<b>Monitor</b>	Check regularly to make sure mold has not returned to the clean-up area.

#### What cleans-up moldy furniture?

How to clean your moldy furniture depends on how it reacts to water. See chart below:

Reaction to Water	Items	Recommendations
<b>Doesn't absorb water and is washable</b>	Wood, metal, plastic, glass, and ceramics objects.	Wipe with a solution of lukewarm water and laundry detergent.
<b>Absorbs water and is washable</b>	Clothes and bedding.	Wash in laundry.

<b>Absorbs water but not washable</b>	Beds, sofas and other furniture.	These items may have to be discarded.  Or, try to save by vacuuming well and allowing to air out. If there is no odor it may be okay. Mold can come back, so watch for any mold growth or mold related health problems. Discard the item if you suspect mold is growing inside or outside the item.
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#### **Should I paint over mold?**

No. Don't paint or caulk over mold. The mold will grow under the paint and the paint will peel.

#### **Must landlords tell tenants about mold?**

**Yes!** In 2005, the Washington State legislature approved Engrossed Senate Bill ([ESB\) 5049 \(See especially Section 2.12\)](http://www.leg.wa.gov/pub/billinfo/2005-06/Htm/Bills/Senate%20Bills/5049.E.htm) (<http://www.leg.wa.gov/pub/billinfo/2005-06/Htm/Bills/Senate%20Bills/5049.E.htm>) that requires landlords to notify their tenants about mold.

#### **Who can I contact for more information?**

For more information, see the [DOH Web page](#) or contact a staff member below:

Laura White (360) 236-3090

Paul Marchant (360) 236-3363

For persons with disabilities this document is available on request in other formats. To submit a request, please call 1-800-525-0127 (voice) or 1-800-833-6388 (TTY/TDD).

**EXHIBIT C**  
**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT**  
**AND/OR LEAD-BASED PAINT HAZARDS**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

**Landlord's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ *Landlord* has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the *Landlord* (check (i) or (ii) below):

- (i) ☐ *Landlord* has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ *Landlord* has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant 1 Acknowledgment (initial)**

DF *Tenant 1* has received copies of all information listed above.

DF *Tenant 1* has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Tenant 2 Acknowledgment (initial)**

JH *Tenant 2* has received copies of all information listed above.

JH *Tenant 2* has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Darcie Byrd


09/05/2024

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Landlord/Agent *David Futter*

Date 09/06/2024

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Tenant 1 

Date 09/09/2024

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Tenant 2, by Jackie Jacobson as  
Attorney-in-Fact under Power  
of Attorney

Date



## GUARANTY OF LEASE

<b>Guarantor</b>	Sunrise Services Inc.
<b>Tenant</b>	David Futter and Jimmie Dean Butts
<b>Date of Lease Agreement</b>	9/9/2024
<b>Address of Leased Premises</b>	528 Madison Street, Everett, WA 98203

For valuable consideration, and as an inducement to the City of Everett, a Washington municipal corporation ("**Landlord**") to agree to and enter into the Lease Agreement with the Tenant shown in the table above (the "**Tenant**") dated on or about the date shown in the table above (the "**Lease**"), which covers certain premises located at the address in the table above and otherwise may be described in the Lease, the undersigned Guarantor shown in the table above (the "**Guarantor**"), being financially interested in Tenant and benefiting from the Lease, guarantees to Landlord the full and prompt payment of all sums, including, but not limited to, the rent, taxes, leasehold excise tax, insurance, utility charges and any and all other sums and charges payable by the Tenant under the Lease, including all renewals and extensions thereof, and the full and prompt performance and observance of all the covenants, terms conditions and agreements in the Lease required to be performed and observed by Tenant. Guarantor agrees to and with Landlord that if Tenant or its successors or assigns at any time defaults in the payment of any such sum or in the performance of any of the terms, covenants, provisions or conditions contained in the Lease, and such default is not cured within the applicable cure period, Guarantor will immediately pay such sum or will immediately perform and fulfill such terms, covenants and conditions and agreements, and will immediately pay to Landlord, or its successors and assigns, all damages that may arise as a consequence of any default by Tenant under the Lease including, without limitation, all reasonable attorneys' fees incurred by Landlord. This is an absolute and unconditional guaranty of payment and performance.

The obligations under this Guaranty are independent of the obligations of Tenant to Landlord, and a separate action or actions may be brought and prosecuted against Guarantor, regardless of whether an action is brought against Tenant and regardless of whether Tenant is joined in such action or actions. Guarantor waives the benefit of any statute of limitations affecting its liability under this Guaranty or the enforcement of this Guaranty. The liability of Guarantor under this Guaranty is primary and will not be affected or diminished by any transfer, assignment or encumbrance of Tenant's interest in the Lease or any sublease of all or any part of the premises covered under the Lease.

Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability under this Guaranty, from time to time to (a) renew, extend, accelerate or otherwise change the time for payments under or otherwise change the terms of, the Lease or any part thereof including, but not limited to, extending the duration thereof; (b) take and hold security for the payment of this Guaranty or the indebtedness guaranteed and exchange, enforce, waive and release any such security; (c) apply any security for the Lease or direct the order or manner of sale thereof as Landlord in its sole discretion may determine; (d) release or substitute any one or more guarantors; (e) modify or alter the liability of Tenant under the Lease; (f) settle or compromise any claim of Landlord against Tenant; or (g) consent to the assignment Tenant's interest under the Lease or the subletting of all or any part of the premises. Landlord may assign the Lease and/or this Guaranty in whole or in part, without notice and without in any manner affecting Guarantor's obligations hereunder.

Guarantor waives any right to require Landlord to (a) proceed against Tenant; (b) proceed against or exhaust any security held from Tenant; or (c) pursue any other remedy in Landlord's power whatsoever. Guarantor waives any defense arising by reason of any disability or other defense of Tenant or by reason of the cessation from any cause whatsoever of the liability of Tenant. Until all obligations of Tenant to Landlord under the Lease shall have been fully paid and performed, Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which

Landlord now has or may hereafter have against Tenant, and waives any benefit of, and any right to participate in any security now or hereafter held by Landlord. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation or incurring of new or additional indebtedness and all other notices of every kind and nature to which Guarantor might otherwise be entitled as a matter of law.

Any indebtedness of Tenant now or hereafter held by Guarantor is subordinated to the indebtedness of Tenant to Landlord and such indebtedness of Tenant to Guarantor, if Landlord so requests, shall be collected, enforced and received by Guarantor as a trustee for Landlord and be paid over to Landlord on account of the indebtedness of Tenant to it, but without reduction or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty. Until such time as the Lease has been paid and performed in full, Guarantor agrees not to exercise any rights it may now or hereafter acquire against Tenant (whether by subrogation, reimbursement, or otherwise) arising out of payments to Landlord hereunder. Guarantor hereby waives and relinquishes in favor of Landlord and Tenant any claim or right to payment Guarantor may now have or hereafter have or acquire against Tenant, by subrogation or otherwise. This Guaranty shall continue in effect until one year and one day following the final payment and performance by Tenant under the Lease.

Guarantor agrees that it is not necessary for Landlord to inquire into the powers of Tenant or any managers, members, officers, directors or agents acting or purporting to act on Tenant's behalf, if any, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder. Guarantor warrants that this Guaranty has been duly authorized by all necessary authorities.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, Guarantor hereby irrevocably agrees that any legal action or proceedings against Guarantor with respect to this Guaranty may be brought in the courts of the State of Washington and, by Guarantor's execution and delivery of this Guaranty, Guarantor irrevocably submits to each such jurisdiction and irrevocably waives any and all objections which Guarantor may have as to venue in any of such courts. In the event that the Lease is subject to the Residential Landlord Tenant Act, Chapter 59.18 RCW, this Guaranty will be construed in accordance with such Act and enforced to the maximum extent allowed under such Act.

Guarantor agrees to immediately pay all costs of enforcement of this Guaranty, including Landlord's reasonable attorneys' fees and all costs and expenses of suit and in preparation therefor and on appeal therefrom. Any sums due hereunder which are not paid when due shall bear interest at a rate equal to the lesser of 12% or the maximum rate permitted by law. This Guaranty shall continue in full force and effect and shall be unaffected by any bankruptcy, reorganization or insolvency of Tenant or any successor or assign of Tenant or any disaffirmance or rejection of the Lease by a trustee of Tenant or any trustee of any successor or assign of Tenant. This Guaranty may be signed with Adobesign, which is fully binding.

#### **SUNRISE SERVICES INC.**

*Selina Fritter*

Signature: \_\_\_\_\_

09/10/2024

Signer's Name: Selina Fritter

Title of Signer (if any): Accounting Specialist

Signer's Physical Address: 811 Madison St., Everett, WA 98203

Signer's Email Address: selinaf@sunriseemail.com












# 2024 Lease 528 Madison.Futter Butts\_SD


Final Audit Report

2024-09-10


Created:	2024-09-05
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPsV1E2BUa8Y4Q9LseG-NehLotQBSmQn

## "2024 Lease 528 Madison.Futter Butts\_SD" History

-  Document created by Ashleigh Scott (AScott@everettwa.gov)  
2024-09-05 - 9:50:37 PM GMT
-  Document emailed to Darcie Byrd (DByrd@everettwa.gov) for signature  
2024-09-05 - 9:57:03 PM GMT
-  Email viewed by Darcie Byrd (DByrd@everettwa.gov)  
2024-09-05 - 10:55:16 PM GMT
-  Document e-signed by Darcie Byrd (DByrd@everettwa.gov)  
Signature Date: 2024-09-05 - 10:59:22 PM GMT - Time Source: server
-  Document emailed to katilinad@sunriseemail.com for signature  
2024-09-05 - 10:59:24 PM GMT
-  Email viewed by katilinad@sunriseemail.com  
2024-09-06 - 3:16:02 PM GMT
-  Signer katilinad@sunriseemail.com entered name at signing as David Futter  
2024-09-06 - 3:18:00 PM GMT
-  Document e-signed by David Futter (katilinad@sunriseemail.com)  
Signature Date: 2024-09-06 - 3:18:02 PM GMT - Time Source: server
-  Document emailed to simplyhandsbyjackie@gmail.com for signature  
2024-09-06 - 3:18:04 PM GMT
-  Email viewed by simplyhandsbyjackie@gmail.com  
2024-09-09 - 6:01:48 AM GMT
-  Email viewed by simplyhandsbyjackie@gmail.com  
2024-09-10 - 0:39:14 AM GMT

 Signer simplyhandsbyjackie@gmail.com entered name at signing as Jackie Jacobson

2024-09-10 - 0:43:13 AM GMT

 Document e-signed by Jackie Jacobson (simplyhandsbyjackie@gmail.com)


Signature Date: 2024-09-10 - 0:43:15 AM GMT - Time Source: server

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2024-09-10 - 0:43:18 AM GMT

 Email viewed by selinaf@sunriseemail.com


2024-09-10 - 3:44:46 PM GMT

 Signer selinaf@sunriseemail.com entered name at signing as Selina Fritter

2024-09-10 - 3:47:54 PM GMT

 Document e-signed by Selina Fritter (selinaf@sunriseemail.com)

Signature Date: 2024-09-10 - 3:47:56 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2024-09-10 - 3:47:58 PM GMT

 Email viewed by Cassie Franklin (cfranklin@everettwa.gov)


2024-09-10 - 4:11:48 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2024-09-10 - 4:11:56 PM GMT - Time Source: server

 Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval

2024-09-10 - 4:11:58 PM GMT

 Email viewed by Tim Benedict (TBenedict@everettwa.gov)

2024-09-10 - 4:53:27 PM GMT

 Document approved by Tim Benedict (TBenedict@everettwa.gov)

Approval Date: 2024-09-10 - 5:15:48 PM GMT - Time Source: server

 Document emailed to Ashleigh Scott (AScott@everettwa.gov) for signature

2024-09-10 - 5:15:50 PM GMT

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2024-09-10 - 5:35:22 PM GMT

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Signature Date: 2024-09-10 - 5:35:36 PM GMT - Time Source: server

 Agreement completed.

2024-09-10 - 5:35:36 PM GMT