

SPRING CREEK APARTMENTS

196 East Kellogg Road, Ste. L-2
Bellingham, WA
98226
(360) 734-7596

RECEIPT AND RESIDENTIAL LEASE AGREEMENT

This is receipt for the sum of the first and last months rent in the amount of _____

This Residential Lease Agreement (this "Agreement") is made and entered into as of the _____, by and between _____ and _____ (whether one or more, "Tenant"), and Chicago Exhibitors Corporation, dba Spring Creek Apartments ("Landlord"). Tenant hereby leases from Landlord and Landlord hereby leases to Tenant apartment number _____ in the property known as Spring Creek Apartments ("Community") located at _____ East Kellogg Road, Bellingham, Washington (the "Premises").

1. **TERM.** The lease term shall commence on _____ (the "Commencement Date"). If the Commencement Date is the first day of a calendar month, the lease term shall expire one year thereafter. Otherwise the lease term shall expire on the last day of the eleventh full calendar month following the Commencement Date. Accordingly, the expiration date is _____.
2. **RENT.** Tenant shall pay monthly rental for the Premises in the amount of _____, which amount shall be payable in advance on the first day of each calendar month during the lease term. If the lease term commences on any day other than the first day of a calendar month, that month's rent will be prorated and Tenant agrees to pay in advance a prorated rent of \$ _____ for the first partial calendar month of the lease term. **Note: Prorated** _____.
3. **LATE/NSF CHARGES.** If the total rent due is not received by the fifth (5th) day of the month, Tenant agrees to pay a late charge in the amount of Fifty Dollars (\$50). If a check is returned for any reason, Tenant agrees to pay an additional Fifty Dollars (\$50) administration charge. Returned checks are considered late rent and will result in a combined late charge and returned check charge of One Hundred Dollars (\$100).
4. **OCCUPANCY.** The Premises are to be used exclusively as a residence and shall be occupied solely by the Tenant and members of Tenant's immediate family, consisting of:

Full Names: _____

5. **ASSIGNMENT.** This agreement may not be assigned nor the Premises or any part thereof sublet, including any carport or parking space. Any such assignment or subletting shall be void.
6. **SECURITY DEPOSIT.** See Security Deposit Agreement.
7. **ACCEPTANCE.** Tenant has inspected the Premises prior to entering into this Agreement and shall complete and sign the Inspection Report. Tenant agrees upon taking occupancy that the Premises and Community are reasonably safe and without apparent threat to life, limb or property.
8. **POSSESSION.** If Landlord is unable to give possession to Tenant at the commencement date of the lease term for any reason Landlord shall not be liable for delay. The rent shall not commence until possession is delivered.
9. **HOLDOVER; TENANT'S NOTICE TO VACATE.** If Tenant holds over after expiration of the initial lease term with Landlord's consent, such tenancy shall be a month to month tenancy of the terms and conditions set forth herein. Vacating prior to the end of the initial

lease term shall not terminate Tenant's liability for rent for the entire initial lease term. After expiration of the initial lease term Tenant may terminate tenancy by delivering a Notice of Intent to Vacate at least twenty (20) days prior to the end of any given month to vacate on the last calendar day of that month, provided, however, that the rental period is from the first to the last day of each calendar month and Tenant is responsible for the rental payments and other terms of this Agreement for the full term of the month to which the notice applies regardless of whether Tenant physically occupies the Premises. Prior to the end of the initial term or any holdover term the Premises will be inspected and Tenant shall be responsible for the cost of cleaning and repairs as provided herein and in the form of Notice of Intent to Vacate incorporated herein.

10. **LANDLORD'S RIGHT TO TERMINATE LEASE.** The lease term shall terminate automatically at the expiration of the initial lease term without notice from Landlord. Landlord may terminate a month-to-month tenancy (with or without cause) by delivering to the Tenant written notice at least twenty (20) days prior to the end of the monthly term. In addition, the Landlord may, regardless of term, terminate the lease term by giving any of the following notices of termination as circumstances warrant:
- a. Ten (10) day notice to comply with any breach of the terms of this Agreement or vacate the Premises.
 - b. Three (3) day notice after a default in the payment of rent, to pay the rent in full or vacate the Premises.
 - c. Three (3) day notice to vacate the Premises for committing a waste or nuisance upon the Premises, the building in which the Premises are situated, of the Community.
11. **RECREATIONAL FACILITIES. THE RECREATIONAL FACILITIES ARE PROVIDED TO THE TENANT AT NO ADDITIONAL COST. THESE FACILITIES ARE NOT CONSIDERED BY EITHER PARTY TO BE A MATERIAL PROVISION OF THIS AGREEMENT. SHOULD SOME OR ALL OF THE FACILITIES BE REMOVED, FAIL OR BE INTERRUPTED, FOR WHATEVER REASON OR LENGTH OF TIME, SUCH FAILURE SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT BY THE LANDLORD. TENANT AGREES THAT NEITHER TENANT NOR ANY MEMBER OF TENANT'S FAMILY NOR ANY GUEST OF TENANT WILL USE THE RECREATIONAL FACILITIES IF THEY ARE KNOWN TO HAVE ANY HEALTH PROBLEMS OR SENSITIVITIES SUCH THAT THEIR USE OF THE FACILITIES WOULD BE DANGEROUS TO THEIR HEALTH OR TO THE HEALTH OF OTHERS. NO PERSON UNDER THE AGE OF EIGHTEEN MAY USE THE RECREATIONAL FACILITIES AND TENANT SHALL NOT PERMIT ANY PERSON UNDER THE AGE OF EIGHTEEN TO DO SO UNLESS SUCH PERSON IS UNDER THE DIRECT SUPERVISION OF AN ADULT. TENANT AGREES TO ABIDE BY ALL POSTED RULES FOR THE USE OF ALL RECREATIONAL EQUIPMENT, THE POOL AND THE SPA.**
12. **LIABILITY, HOLD HARMLESS AND WAIVER.** Tenant agrees that all personal property in, on, within or about the Premises or the Community shall be at the sole risk of the Tenant. Landlord shall not be liable in any manner for or on account of any loss or damage to Tenant's personal property from any cause whatsoever, including without limitation fire, water or the elements, theft, and vandalism, whether such loss or damage occurs in the Premises or any part of the Community. Landlord does not provide insurance for Tenant's personal property. **Landlord strongly recommends that Tenant obtains "Renter's Insurance" covering Tenant's personal property.** Tenant acknowledges the need to purchase individual renter's insurance. To the fullest extent permitted by law, Tenant waives any and all claims Tenant may have against Landlord relating to any injury to the Tenant, or his family or guests, or to Tenant's personal property, occurring in the Premises, the building in which the Premises are situated, or the Community, including recreational facilities. To the fullest extent permitted by law, Tenant agrees to indemnify Landlord against and hold it harmless from any loss, liability, claim, damage, cost or expense, including reasonable attorney's fees and costs of litigation suffered or incurred by Landlord and arising out of or resulting from (i) any breach by Tenant under this Agreement, (ii) occupancy of the Premises or Community by Tenant or Tenant's family or guests, or (iii) damage to property caused by Tenant or Tenant's family or guests, except where resulting solely from Landlord's gross negligence or willful misconduct.

13. **MAINTENANCE.** Tenant shall keep the Premises and all fixtures, accessories and appliances in a clean, sanitary and safe condition and free from infestation caused by Tenant. If Tenant or Tenant's guests cause or permit damage to the Premises, Tenant shall be liable for the cost to repair the damage. Tenant has thoroughly examined the condition of the Premises upon taking possession thereof and, except as noted on Tenant's Inspection Report, acknowledges that the Premises are in good order and clean upon occupancy. No agreements for the Landlord to make improvements have been expressed or implied except where agreed in writing. Tenant agrees to take all responsible and necessary precautions against freezing and breaking of water and waste pipes, including, without limitation, maintaining adequate heat. Tenant shall be responsible for repair and damage costs resulting from a breach of this duty. PLEASE NOTIFY MANAGERS IF ANY APPLIANCE DOES NOT WORK CORRECTLY
14. **ALTERATIONS.** Tenant shall not do painting or other decorating in, on or about the Premises, or make any alterations, changes or additions to the Premises itself or to the fixtures, locks or windows without prior written consent from Landlord.
15. **REPAIRS.** It is the responsibility of Tenant to inform Landlord of any needed repair or unsafe condition in writing upon discovery. Repairs will be made at the discretion of the Landlord and if a repair is determined to be the responsibility of Tenant or Tenant's guests then Tenant agrees to pay for such repair.
16. **ACCESS.** Tenant shall allow Landlord access to the Premises at all reasonable times for the purpose of inspection or to show said Premises to prospective tenants, purchasers and mortgagees of the Community or to make necessary repairs or improvements. Landlord shall give one (1) day prior notice of its intention to enter the Premises. Tenant agrees that in case of emergency or abandonment, the Landlord may enter the Premises immediately without the consent of Tenant.
17. **REMOVAL OF PROPERTY.** In the event of abandonment of the Premises by Tenant, Landlord may immediately enter the Premises and take possession of any property of Tenant found therein. Landlord shall store same in a secure place and mail a notice to Tenants last known address stating the location and address of stored property. After forty-five (45) days from the day of default in rent (or such shorter period as may be permitted by law), Landlord may sell such property and may apply said proceeds toward delinquent rent, late charges and/or the cost of repairs and storage caused by Tenant, or may dispose of said property without sale. The balance of any income from the sale of the property shall be held by the Landlord for the benefit of the Tenant for a period of one (1) year from the date of sale (or such shorter period as may be permitted by law), and if no claim is made or action commenced by the Tenant for the recovery thereof prior to the expiration of that period of time, the balance shall become the property of the Landlord.
18. **RULES AND REGULATIONS.** Tenant acknowledges receipt of a copy of the Rules and Regulations. Tenant agrees that Landlord may change the rules and regulations at any time and from time to time. All other provisions of this Agreement shall remain in full force and effect regardless of any change to the rules or regulations.
19. **UTILITIES.** Tenant shall, in addition to the rent, pay for all utilities charged against the Premises, excluding water, sewer and garbage collection. Tenant shall pay for utilities in a timely manner and for the entire term of this Agreement, whether or not Tenant is in occupancy that entire period. Tenant authorizes Landlord to deduct any unpaid utility charge from the Security Deposit. If Tenant has prematurely read out Tenant's utilities account with the utility provider, and Landlord thereafter pays all or a portion of a utility bill for which Tenant is responsible, Tenant shall be obligated to Landlord for the face amount of the utility bill paid by Landlord plus an administrative surcharge of the greater of \$10 for each utility bill paid by Landlord or 10% of the face amount of each individual utility bill paid.
20. **PETS.** No pets or animals of any kind shall be kept, harbored or permitted in or about the Community or the Premises without the prior express written consent of Landlord.

SEE PET AGREEMENT FORM FOR SPECIFIC CONDITIONS.

TENANTS ACKNOWLEDGE THAT THE APARTMENT MAY HAVE HAD PETS IN IT.

VOID

SEP 29 2009

21. **ATTORNEYS FEES AND JUDGEMENT.** Tenant agrees to pay all costs, expenses, and attorney's fees expended or incurred by Landlord by reason of any default in rent or other breach by Tenant of any of the terms or conditions of this Agreement, whether or not litigation ensues. In any suit, action, proceed, or appeal therefrom to enforce or interpret this Agreement, including eviction proceedings, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney's fees and all costs of litigation.

22. **KEYS.** Tenant acknowledges receipt of the following number of keys:

() apt.; () mail box; () clubhouse; () storage

23. **PARKING. Parking Space No.** _____ is designated for Tenant's use during the lease term. Landlord may change the parking space designation from time to time. All vehicles shall be parked in designated parking areas only. No campers, trailers, boats, oversized trucks, etc., shall be stored in the Community. All vehicles should be in working order, locked at night and have current registration tabs. No vehicle shall be repaired on the property. No vehicle shall leak oil. Management **is not** responsible for any vehicle or contents. Management may remove any non-complying vehicles from the property upon 48 hours written notice placed on windshield of said vehicles.

24. **ATTACHMENTS.** Tenant acknowledges receipt of copies of the following forms, which have been executed where applicable and all of which are incorporated in this Agreement as if fully set forth:

- () Rental Application () Security Deposit Agreement () Rules and Regulations
- () Inspection Report () Notice of Intent to Vacate () Pet Agreement
- () Club House and Pool Rules () Recycling Services Agreement () Smoke Detector
- () Maintenance Notice () Bathtub and Countertop Care () Ceramic Tile/Laminate Floor Care
- () Visitor Parking Permit () Game Room Rules
- () Addendum 1 to Lease Agreement - Moving Out and Cleaning Instructions
- () Addendum 2 to Lease Agreement - Crime Free Form

IN WITNESS WHEREOF, the undersigned Tenant certifies s/he has legal capacity to enter into this enforceable contract and that s/he has read same and fully agrees to the above terms and conditions. Executed as of the day and year first above written.

LANDLORD:

CHICAGO EXHIBITORS CORPORATION
d.b.a. SPRING CREEK APARTMENTS

VOID
SEP 29 2009

By: _____
Manager/Authorized Signatory

TENANT:

Signature

Signature

Print Name

Print Name

Telephone Number