

ENTERED
ECLM
11/27/21

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered this 24th day of June, 2021, by and between WHATCOM TRANSPORTATION AUTHORITY, a Washington Public Transportation Benefit Area ("WTA"), and HOWARD WANG ("LESSEE"). This Lease is entered pursuant to the following agreed facts:

A. WTA owns that real property located at 2123 E. Bakerview Road Bellingham, Washington 98226 and legally described in Exhibit A, which is attached hereto and incorporated by reference ("Property");

B. WTA purchased the Property in or about January 2021, and as part of its purchase, assumed that Lease/Rental Agreement entered by LESSEE on or about June 1, 2019, a true and correct copy of which is attached hereto and incorporated by reference as Exhibit B ("Ryan Agreement");

C. WTA maintains that although the Ryan Agreement is stated to be for a term expiring on June 30, 2022, it lacks the necessary requirements to constitute an enforceable lease for longer than a month-to-month basis, and therefore any and all rights that LESSEE may have to occupy any portion of the Property is that of a month-to-month tenancy; and

D. WTA intends to use the Property in the future for expansion of its Maintenance and Operations Base, and in the interim, is willing to lease that portion of the Property depicted on Exhibit C to LESSEE, which is attached hereto and incorporated by reference ("Premises") to LESSEE on a month-to-month basis, and subject to the terms and conditions set out herein.

NOW, THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby confirmed, the parties agree as follows:

1. TERMINATION OF RYAN AGREEMENT

The parties hereby terminate the Ryan Agreement, effective immediately, and each party waives and releases all rights and obligations under the Ryan Agreement. Notwithstanding the above, nothing herein shall be construed as a waiver by WTA of any rights to seek rights or damages that it may be entitled to recover under RCW Chapter 70A.305.

2. RIGHT OF OCCUPANCY AND USE

2.1 Occupancy Rights. LESSEE shall have the right to occupy and use outside portions of the Premises and those portions of the building located on the Premises that are not shown in cross-hatch on Exhibit C, for the purpose of

LEASE AGREEMENT

Auto repair. LESSEE shall have the right to use those portions of the building located on the Premises and shown in cross-hatch on Exhibit C ("Building Storage Area") solely for the purpose of storing his equipment, tools and materials that relate to his activities that are occurring on other portions of the Premises. LESSEE shall not use the Building Storage Area for any other purpose, including, but not limited, the storage of personal property, equipment, tools or materials of any other person/entity, without the prior written approval of WTA.

In addition, LESSEE may use, in a non-exclusive manner, access routes, driveways, internal roads, and parking areas located on the Property ("Limited Common Areas"), so long as such use does not interfere with the use of the Limited Common Areas by other tenants of the Property or WTA. Notwithstanding the above, WTA has abandoned or will be abandoning the wash down rack that is located on the Property, and LESSEE shall not use this facility for this purpose.

2.2 Restrictions/Limitations on Use of Property. LESSEE shall at all times take all actions to avoid impacting or inhibiting use of the Property by WTA and other tenants. Upon notice from WTA, LESSEE shall take all reasonable action requested by WTA regarding the use of the Property outside of the Premises, including termination of any use, as determined to be necessary by WTA.

Tenant shall at all times comply with the Rules and Restrictions set out in Exhibit D, which is attached hereto and incorporated by reference, which may be amended by WTA at any time, and within its discretion, upon providing thirty (30) days' notice.

3. TERM

The term of this Lease shall be on a month-to-month basis. This Lease may be terminated by either party for any reason, subject to the providing of thirty (30) days' written notice.

4. RENT AND OTHER FINANCIAL OBLIGATIONS

4.1 Base Rent. LESSEE shall pay WTA the base rent of Two Thousand One Hundred and No/100 Dollars (\$2,100.00) per month by the fifth (5th) day of each month, commencing in April 2021 ("Base Rent").

4.2 Base Rent Adjustment. The Base Rent may be adjusted by WTA at any time, subject to the providing of thirty (30) days' written notice.

4.3 Utilities and Services. LESSEE shall pay its/his/her proportionate share for utility services utilized by LESSEE and paid by WTA. Such utility charges shall be billed by WTA monthly, and paid by LESSEE net thirty (30) days. Utility charges shall

LEASE AGREEMENT

be assessed based upon the proportionate square footage area that LESSEE is occupying in any building separately metered for such utility service, in comparison to the full square footage of the served building. Notwithstanding the above, WTA shall apportion a higher percentage of utility charges to LESSEE if it/he/she is using a disproportionate amount of any utility service in comparison with other tenants or WTA.

4.4. Personal Property Taxes. LESSEE shall pay, prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of LESSEE; and when possible, LESSEE shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of WTA.

4.5. Leasehold Excise Tax. WTA shall bill LESSEE for the Washington State Leasehold Excise Tax owed by LESSEE on a monthly basis, which LESSEE shall pay in net thirty (30) days.

4.6. Direct Payment of Certain Utilities. To the extent possible, LESSEE shall directly secure and pay for utilities and services.

4.7. Deposit and Prepaid Rent. Lessee confirms that it/he/she did not pay any deposit associated with the Ryan Agreement. Upon execution of this Lease, LESSEE shall pay a damage deposit in the amount of Two Thousand One Hundred and No/100 Dollars (\$2,100.00), which WTA shall hold and may apply to any amount due and owing under this Lease upon any default by LESSEE.

LESSEE confirms that it/he/she originally paid for the last month's rent in the amount of the Base Rent paid under the Ryan Agreement, which WTA has received. LESSEE shall be credited the amount of One Thousand Six Hundred and No/100 Dollars (\$1,600.00) towards its/his/her last month's Base Rent, with any remaining balance due for the last month's rent to be paid pursuant to the terms of this Lease.

5. LESSEE OBLIGATIONS

5.1 Tenant Improvements. LESSEE is accepting the Premises in its current condition, and shall not install or construct any improvements, without WTA's express written approval. Any improvement allowed by WTA may only be undertaken after receipt of any and all necessary approvals from the State of Washington, City of Bellingham, Whatcom County, and all other regulatory agencies, and shall be constructed according to all WTA approved plans, drawings, and permits. All improvements shall be constructed by a properly licensed and bonded general contractor, who shall be subject to WTA's prior written approval. All improvements shall be constructed to meet all approved plans and specifications or better. Any allowed improvements shall become a permanent fixture to the Premises and shall immediately become the property of WTA.

5.2 Equipment Repair and Maintenance. LESSEE shall provide, repair, and

LEASE AGREEMENT

maintain in good order all of its/his/her equipment, and at all times comply with state and local health and safety regulations, and all other laws, rules, and regulations required and necessary to operate its/his/her business.

5.3 Maintenance of Property. LESSEE shall conduct regular maintenance of the Premises, including the following:

- clean up and litter removal in and around the Premises;
- provide and use recycling (e.g., covered bin or tote or shed-type shelter) in a secure area; and
- provide notification to WTA should there be immediate need for repairs to sanitation facilities.

6. INDEPENDENT CAPACITY OF LESSEE

At all times, LESSEE shall be an independent contractor, and the parties will be acting in their individual, corporate, or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. LESSEE shall not make any claim of right, privilege, or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. LESSEE shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties, or interest) arising out of any assertions that the LESSEE is not an independent LESSEE of WTA.

7. ENTRY FOR INSPECTION

WTA or WTA's authorized personnel or any duly authorized state or municipal officer shall be permitted to enter the Premises at reasonable times to reasonably accomplish the terms, conditions, and purposes of this Lease. WTA shall not be liable for any claims for loss, damage, inconvenience, or interruption of business arising from such entry. In addition to the above, WTA is entitled to enter the Premises a minimum of once a month at reasonable times to conduct safety inspections.

8. PROTECTION OF PROPERTY AND SAFETY

LESSEE shall take reasonable precautions to protect the Property and Premises, and his tools, equipment, materials located on the Premises, from loss or damage and to protect WTA employees, invitees and the public from injury.

9. INSURANCE

LESSEE will not commence use of the Premises until proof of insurance has been received and approved by WTA. Insurers must be licensed to conduct business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the state insurance commissioner. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published

LEASE AGREEMENT

edition of the A.M. Best's Key Rating Guide.

Approval of the insurance by WTA will not relieve or decrease the liability of the LESSEE for any damages arising from LESSEE'S performance under this Lease. LESSEE'S failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate termination of this Lease. LESSEE shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from LESSEE'S performance for:

- bodily injury/death;
- personal injury;
- property damage, including premise and operations, fire damage, and medical expense;
- independent LESSEE'S coverage;
- protective liability; and
- completed operations and products.

LESSEE must procure the following minimum insurance:

1. Commercial General Liability in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) per project aggregate;
2. Umbrella or Excess Liability in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence; and
3. Professional Liability in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence.

Coverage must be maintained through the life of the Lease plus one (1) year.

LESSEE must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employees" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent;
- Additional Insured Endorsement naming "WTA Agents & Employees" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent;
- Waiver of Subrogation naming "WTA Agents & Employees." Endorsement

LEASE AGREEMENT

should be on Accord© form CG24041093 or equivalent; and

- Cancellation Endorsement providing thirty (30) days' advance written notice to be received by WTA.

LESSEE must maintain Worker's Compensation Insurance. If LESSEE is not eligible for Worker's Compensation Insurance, it/he/she will indemnify and hold WTA harmless for any claims resulting from LESSEE'S actions.

These insurance requirements do not limit the LESSEE'S liability for damages resulting from performance.

10. INDEMNIFICATION

LESSEE shall indemnify, defend, and hold WTA, its agents, officers, and employees harmless from, and shall process and defend at its/his/her own expense (including reasonable attorneys' fees), all claims, demands, or suits at law or equity arising out of the LESSEE'S use of the Premises or Property, and/or the LESSEE'S performance or failure to perform any and all duties prescribed by this Lease; provided that nothing herein shall require the LESSEE to indemnify WTA and hold WTA harmless from claims, demands, or suits to the extent caused by the negligence of WTA, its agents, officers, or employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) LESSEE, its/his/her agents, officers, or employees, and (b) WTA and its agents, officers, or employees, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the LESSEE'S negligence or that of its/his/her agents, officers, or employees.

11. MODIFICATIONS AND AMENDMENTS

This Lease may only be modified or amended through a written document signed by all parties.

12. PUBLIC RECORDS

As a public agency, WTA must comply with RCW Chapter 42.56. All documents relating to this Lease, including the Lease itself, will be disclosed if a Public Disclosure Request ("PDR") is submitted, unless a proper exemption applies.

12.1 LESSEE Proprietary Information. If WTA receives any PDR that includes a request for documents relating to this Lease, WTA is required to comply under RCW Chapter 42.56, subject to any exemption that may apply to WTA. Any information provided by LESSEE labeled "Confidential" or "Proprietary" which does not, in WTA's opinion, fall into an exemption from public disclosure, will be initially withheld, and WTA will notify LESSEE of the request. WTA will continue to withhold the "Confidential" or

LEASE AGREEMENT

"Proprietary" labeled materials for a total of fourteen (14) days after providing notice. Thereafter, WTA shall release the "Confidential" or "Proprietary" materials pursuant to the PDR, subject to any court order or injunction that LESSEE may obtain. LESSEE shall reimburse WTA for administrative expert costs and fees and attorneys' fees it incurs arising from dealing with LESSEE'S labeling of any documents as "Confidential" or "Proprietary," including those arising from any legal action commenced by LESSEE.

12.2 Retention and Possible Disclosure of Records. As a public contract, all records prepared, generated, or used by LESSEE or its/his/her agents, employees, and subcontractors relating to the Lease may be subject to being a "Public Record" under RCW Chapter 42.56. LESSEE shall maintain and retain all such records in a manner that is accessible, and WTA shall have the right to review and inspect such records upon request for a term of three (3) years following completion of the Lease. All records of LESSEE subject to a PDR will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to LESSEE. LESSEE will need to seek judicial approval to prevent such disclosure at its/his/her expense.

13. SIGNS

LESSEE shall not install any signs on or about the Property without a written consent of WTA, which consent will not be unreasonably withheld. Any such signs shall be installed in compliance with all state and local laws and regulations.

14. LIENS

LESSEE shall keep the Property free from any liens, including, but not limited to, those arising out of or in connection with LESSEE'S improvements, any work or labor done, services performed, materials or appliances used or furnished for or in connection with any operations of LESSEE, work or construction, or obligations incurred by LESSEE, including, but limited to, workmen's compensation or withholding taxes, and at all times, promptly and fully pay and discharge any and all claims upon which any such lien may or could be based, and to indemnify and hold WTA harmless against all costs, expenses, liabilities, claims, or damages, including, but not limited to, attorneys' fees and costs of suit.

15. ABANDONMENT

LESSEE shall not vacate the Premises at any time during the term of this Lease.

16. DAMAGE AND REPAIR

In the event of partial destruction of the Premises during the term which requires repairs to the Premises, WTA shall make repairs if and only if WTA receives insurance

LEASE AGREEMENT

proceeds sufficient to cover the cost of the repairs, provided LESSEE gives to WTA thirty (30) days' written notice of the necessity therefore. No such partial destruction shall in any way annul or void this Lease, except that LESSEE shall be entitled to a proportionate reduction of the Base Rent while such repairs are being made, such reduction to be based upon the extent to which the making of such repairs shall interfere with LESSEE'S business operations, unless LESSEE was the cause of such repairs, in which case, no abatement or reduction of the Base Rent shall occur. If during the last year of the term of this Lease, the Premises is damaged as a result of fire or any other insured casualty to an extent in excess of seventy-five percent (75%) of its then replacement cost (excluding foundation(s)), LESSEE may, within thirty (30) days following the date such damage occurs, terminate this Lease by written notice to WTA. If LESSEE does not so elect, this Lease shall continue in full force and effect, and the Base Rent shall be proportionately reduced.

Notwithstanding the foregoing, if the Premises is damaged or destroyed at any time during the term to an extent of more than seventy-five percent (75%) of its then replacement cost, or if insurance proceeds are not sufficient to cover the cost of any repairs, WTA may, within sixty (60) days following the date of such destruction, notify LESSEE of its intent not to repair the Premises and terminate the Lease. If WTA does not elect to terminate, WTA shall promptly rebuild and repair the Premises, and LESSEE'S rental obligation shall be proportionately reduced as hereinabove provided.

17. DEFAULT AND TERMINATION OF LEASE

17.1 LESSEE shall be in default of this Lease in the event that:

- (1) LESSEE fails to timely pay Base Rent or any other financial obligation to WTA;
- (2) LESSEE fails to secure, maintain, or renew any necessary approval or license;
- (3) LESSEE fails to comply with any applicable rule or regulation, or any license or approval granted to LESSEE by any governmental agency;
- (4) LESSEE ceases to do business or suspends its/his/her sales; or
- (5) LESSEE fails to comply with any term, obligation, or condition of this Lease.

17.2 If LESSEE is in default, WTA may terminate LESSEE'S right to occupy the Premises by any means available under Washington law or by any lawfully existing remedy. Provided, however, that LESSEE shall have three (3) days to cure any monetary default and ten (10) days to cure any non-monetary default from the date of WTA's written notice to LESSEE of default.

LEASE AGREEMENT

17.3 This Lease shall automatically terminate, and LESSEE shall immediately cease operations upon notice from the state and/or local health officials that LESSEE has failed to comply with any health or safety regulation or requirement in association with the operation, or the continued operation represents a health hazard to LESSEE'S customers.

In the event of termination or expiration, LESSEE shall remove all of LESSEE'S equipment and signage from the Premises and leave the Premises in a neat, clean, and damage-free condition, normal wear and tear excepted. If upon termination or expiration, LESSEE fails or refuses to remove LESSEE'S property, WTA may remove, store, or sell the same and apply the value received therefrom against any costs incurred by WTA in removing any such property and then to any consideration owing to WTA by LESSEE with the balance, if any, paid to LESSEE.

18. HAZARDOUS MATERIAL

LESSEE shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by LESSEE, its agents, employees, contractors, or invitees, except in strict compliance with all applicable laws, regulations, codes and ordinances. LESSEE shall indemnify, defend, and hold WTA harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, remediation costs, fees, and expenses, diminution in the value of the Premises or Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or Property, or elsewhere, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees incurred or suffered by WTA either during or after the Lease term. Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises by LESSEE, its/his/her agents, employees, contractors, or invitees, results in any unlawful release of Hazardous Material on the Premises or any other property, LESSEE shall promptly take all actions, at its/his/her sole expense, as are necessary to return the Premises or any other property to the condition existing prior to the release of any such Hazardous Material; provided that WTA's approval of such actions shall first be obtained.

As used herein, the term "Hazardous Materials" means any hazardous, dangerous, toxic, or harmful substance, material, or waste, including any pesticides or dangerous chemicals used in the production and processing of marijuana as defined in WAC 314-55, the Washington State Model Toxics Control Act, or the Comprehensive Environmental Response, Compensation, and Liability Act. Hazardous Materials also includes biomedical waste, which is or becomes regulated by any governmental authority due to its potential harm to the health, safety, or welfare of humans or the environment. The provisions of this section shall survive expiration or termination of this Lease.

LEASE AGREEMENT

19. MISCELLANEOUS PROVISIONS

19.1 No Assignments/No Subletting. This Lease shall be binding on the parties and their successors and assignees. LESSEE may not assign this Lease or any of its/his/her obligations, nor sublet any portion of the Premises without the prior written consent of WTA. LESSEE warrants and represents that there are currently no subtenants or other third parties, using or occupying any portion of the Premises for any purpose, including, but not limited to, for the storage of any items.

19.2 Non-Discrimination. In the performance of this Lease, LESSEE shall not discriminate on the grounds of race, color, creed, national origin, religion, sex, age, marital status, Vietnam era veteran status, disabled veteran status, income level, or disability; nor exclude from participation in, deny the benefits of, deny employment in, or otherwise subject to discrimination anyone under this Lease, employment, or services provided.

19.3 Venue and Forum. This Lease shall be governed by and construed according to the laws of the state of Washington. Any suit to interpret or enforce this Lease shall be brought in the Superior Court of the State of Washington, Whatcom County, which forum shall have sole and exclusive jurisdiction and venue.

19.4 Waiver of Default and Severability. Waiver by the WTA of breach of any provision of this Lease shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Lease unless stated to be such in writing, signed by the WTA and attached to the original Lease. If any provision of this Lease or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Lease which can be given effect without the invalid provision, and to this end, the provisions of this Lease are declared to be severable.

19.5 Notices. Whenever notice is required to be given under this Lease, it shall be given in writing, and in the case of notice pursuant to the termination of this Lease, such notice shall be given by certified or registered mail, return receipt requested, to the following respective addresses:

WTA:
Tami Coleman
Revenue Manager
Director of Finance
4011 Bakerview Spur Road
Bellingham, WA 98226

LESSEE:

Howard Wang
4227 Northridge Way/10
B'ham WA. 98226

LEASE AGREEMENT

or to such other respective addresses as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing.

19.6 Entire Lease. This Lease constitutes the entire agreement between WTA and LESSEE and supersedes all other prior written or oral understandings. This Lease may only be amended, supplemented, modified, or superseded by a duly executed document in writing.

19.7 Providing of Information. LESSEE shall provide WTA with current copies of its/his/her valid City of Bellingham business license and any other license or permit required to operate.

19.8 Rights to Relocation Assistance. LESSEE shall have all rights to seek and obtain any relocation assistance from WTA upon the termination of this Lease that are authorized and required by law.

EXECUTED on the date set below each party's signature.

SIGNATURES ON THE NEXT PAGE

LEASE AGREEMENT

LESSEE: HOWARD WANG

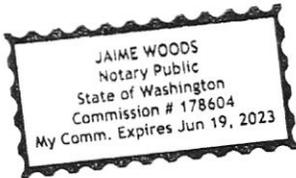
Howard Wang
By: [Signature]
Date: 6/24/2021

WHATCOM TRANSPORTATION AUTHORITY

[Signature]
By: LES BEARDMAN
Its: GENERAL MANAGER
Date: 11/23/21
STATE OF WASHINGTON }
County of Whatcom } ss.

On this 24th day of June, 2021, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared HOWARD WANG, to me known to be the LESSEE that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



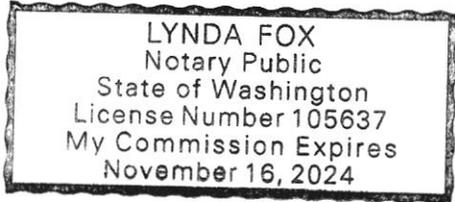
[Signature]
Printed Name: Jaime Woods
Notary Public in and for the state of
Washington, residing at Bellingham
My commission expires: June 19, 2023

LEASE AGREEMENT

STATE OF WASHINGTON }
County of Whatcom } ss.

On this 23rd day of November, 2021, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared LES REARDANZ, to me known to be the General Manager [title] of WHATCOM TRANSPORTATION AUTHORITY, the Public Transportation Benefit Area that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Public Transportation Benefit Area, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of the Public Transportation Benefit Area.

Witness my hand and official seal hereto affixed the day and year first above written.



Lynda Fox

Printed Name: Lynda Fox
Notary Public in and for the state of
Washington, residing at Custer, WA
My commission expires: Nov. 16, 2024

LEASE AGREEMENT

Exhibit A – Legal Description

Lot C, Amended Ryan-Cowles Lot Line Adjustment, as per the map thereof, recorded under Whatcom County Auditor's File No. 2040103808. Situate in Whatcom County, State of Washington.

LEASE AGREEMENT

Exhibit B – Ryan Agreement

LEASE/ RENTAL AGREEMENT
(Strike One)

This Agreement is made and entered into between: Marilyn Ryan "Lessor" 1
by and through his/her "Agent" and Howard Wang "Tenant(s)" 2
for the "Property" commonly known as: 2123 E Baker view Rd. 3
in Bellingham (City) Whitcom County, Washington. 4

If this Agreement is for a term of more than one (1) year, the legal description of the Property will be attached as Exhibit A. 5

1. SECURITY DEPOSIT. Lessor acknowledges receipt from Tenant of the sum of \$ _____, which is being deposited in a trust account in _____ Bank, _____ Branch, in _____, WA. 6
Lessor or Agent will give written notice of any change in said depository. 7
This deposit is security for performance of Tenant's obligations pursuant to this Agreement, including but not limited to payment of rent, and to indemnify Lessor 8
for damages to and cleaning of the Property for which Tenant is responsible. 9
A written "Move In/Move Out Inspection Agreement" describing the condition and cleanliness of and any damage to the Property and furnishings will be signed 10
by Lessor or Agent and Tenant upon commencement of tenancy and a written copy given to Tenant. NO SECURITY DEPOSIT MAY BE COLLECTED 11
UNLESS THIS CHECKLIST IS COMPLETED. 12
13

Within fourteen (14) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give Tenant a full and specific 14
statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, addressed as Tenant directs or in the absence thereof, to Tenant's 15
last known address. If the deposit is insufficient to reimburse Lessor for such damages and cleaning, Tenant agrees to pay any deficiency on demand. 16

2. POSSESSION. In the event Tenant fails to take possession on the date indicated below, Tenant agrees to pay rent for the number of days the Property remains 17
vacant. If, through no fault of Lessor or Agent, Lessor cannot deliver possession of the Property to Tenant on the date indicated below, Lessor shall not be 18
liable to Tenant for damages. 19

3. TERM. 20
a. LEASE. This agreement is for a term of 3 months/years beginning on the 1st day of June 2019. This Agreement 21
shall end at midnight on the 30 day of June 2022. 22

b. MONTH-TO-MONTH. This Agreement is for a month-to-month tenancy commencing on _____, 19____. 23

4. RENT. The rent is \$ 1600.00 per month, payable in advance, on or before the 1st first day above day of each month, commencing with the 24
above month. Rent shall be paid to Agent at the address shown below to Lessor at the address shown below. Lessor acknowledges receipt of 25
\$ _____ as the first and _____ month's rent. 26

5. UTILITIES. Tenant shall pay all utilities when due except: water sewer garbage _____ 27

6. OCCUPANCY/SUBLETTING The Property is rented as a private residence only for the following named persons: _____ 28
_____ Tenant shall not assign this Agreement, sublet all or any portion of the Property nor give 29
accommodation to any roomers or lodgers without the prior written consent of Lessor or Agent. 30

7. MAINTENANCE. Tenant will at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement 31
will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant agrees not to make any alterations or improvements to 32
the Property without Lessor's prior written approval. 33

8. INSPECTION/SALE. It is agreed that Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, 34
will give two days' notice to Tenant. If Lessor wishes to show the Property to actual or prospective purchasers or tenants, only one day's notice of intent to 35
enter shall be required. 36

9. TERMINATION. If Paragraph 3.a.LEASE, has been completed, Paragraph 9.a. is applicable. If Paragraph 3.b.MONTH-TO-MONTH has been completed, 37
Paragraph 9.b. is applicable. 38

a. LEASE. Tenant must vacate the Property and surrender possession on the last day of the Lease term. If Tenant holds over without the prior written consent 39
of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior to the expiration 40
of the Lease term, the security deposit shall be forfeited and Tenant shall be obligated for the rental payments for the remainder of the Lease term, or 41
until the Property has been re-rented, whichever is less. 42

b. MONTH-TO-MONTH. Lessor or Tenant may terminate this Agreement upon written notice received by the other at least 20 days prior to any day on which 43
rent is due. If any such notice of termination is not received at least 20 days in advance, then it shall be effective not on that, but on the next following, 44
rent day. 45

10. RENT LATE CHARGE/NSF CHECK. If any rent is not paid on or before the due date, Tenant agrees to pay a late charge of \$ _____ 46
for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent, or _____ 47
Tenant agrees to pay a charge of \$ _____ for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any 48
check returned NSF. 49
In addition to the foregoing, Lessor may elect to terminate this Lease for nonpayment of rent. Lessor shall notify Tenant of late rent and NSF check charges 50
and the same must be paid within 5 days. 51

11. RULES. The attached Rules are a part of this Agreement and failure to abide by them will constitute default under this Agreement. 52

12. ATTORNEY'S FEES. In the event it is necessary for either party to employ an attorney to enforce any terms of this Agreement, the other party agrees to pay 53
a reasonable attorney's fee as provided for by law. In the event of a trial, the amount shall be as fixed by the Court. 54

13. WAIVER OF SUBROGATION. Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their 55
respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued 56
to either Lessor or Tenant in effect at the time of the loss. Provided that such waiver and release shall apply only in the event such agreement does not prejudice 57
the insurance afforded by such policies. 58

14. NONREFUNDABLE FEE. Tenant agrees to pay prior to occupancy, a nonrefundable fee of \$ _____. This nonrefundable fee shall not be 59
returned under any conditions. 60

15. PETS. No dogs, cats or other animals will be permitted on the Property without the prior written consent of the Lessor or Agent and without a fully executed 61
Pet Agreement (PSMLA Form No. 68B). 62

INITIALS: TENANT _____ TENANT _____ LESSOR _____ LESSOR _____ 63
DATE _____ 19____ DATE _____ 19____ DATE _____ 19____ DATE _____ 19____