

# Rental Agreement/Lease and Security Deposit Receipt

Cossé Group

This Agreement, made on April 1st, 2024 between Cossé Group/Charles B. Cossé, who shall be the Landlord as defined by law, hereinafter called "Owner", and

Soon Sen Hong, Tae Min Hong, who shall be the Tenant as defined by law, hereinafter called "Resident," for the rental of the apartment home located at (select one):

19708 15<sup>th</sup> Ave NE, Apt Shoreline, WA 98155,

2615 NE 195<sup>th</sup> St, Apt A10 Shoreline, WA 98155,

E Green Lake Way N, Apt Shoreline, WA 98155,

hereinafter called the "Premises".

Both parties named above agree to perform all the terms and conditions of this Agreement, and in the event of a failure to do so, the other party shall have the right to take action as prescribed by law.

1. **Term.** The term of this Agreement shall begin April 1st, 2024 and continue until

October 31st, 2024. If neither, Resident nor Owner terminates this tenancy pursuant to their obligations in Section 5 of this Agreement by the expiration of the above term, the lease will automatically revert to a month-to-month tenancy on the same terms and conditions as this Agreement, except as may be amended by Owner upon 30 days' written notice.

2. **Rent.** Resident shall pay a monthly rent of \$ 1454.00.

The total amount set forth above is payable in advance by the 1<sup>st</sup> day of each and every month during said term to the Rental Office. Any rent unpaid by the due date is termed delinquent.

Rent received on the 7<sup>th</sup> of the month or later will be assessed against Resident, a \$20.00 late payment fee which shall be considered additional rent and must be paid with the delinquent rent. Failure to include late fees with delinquent rent will result in refusal of entire sum and late fees will continue to accrue until paid in full. Non-payment of rent shall constitute an unlawful detainer, and Owner may terminate tenancy or take any other action as provided by law. If any Resident pays only a portion of rent or other charges due (partial payment), with the government or another entity being responsible for paying the remainder of the rent and/or other charges due, and the government or other entity actually pays its portion and the Resident fails to pay its portion as agreed, then Resident agrees that in such an instance receipt of any payment from the government or other entity does not constitute a partial payment and Owner may move forward with eviction proceeding against Resident, unless the parties agree and enter into a written non-waiver agreement.

Payment of rent and any other monies due to Owner shall be paid via check, money order or cashier's check. No cash shall be accepted. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment fees, plus a \$50 returned check fee. Owner reserves the right to refuse personal checks for the 6 months following any NSF check.

For residents whom move in before or after the 1<sup>st</sup> of the month shall have their rent prorated by the following formula: (Monthly Rent / Days in the Month) x Days Occupied = Prorated Amount. Rent is only prorated for move-ins.

3. **Deposit.** Resident agrees to pay the sum of \$ 1900 (1 months' rent) as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys, passes and other charges. Any holding or application fees are to be deducted from this amount. Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to the rental or other payments owed to Owner. At the conclusion of tenancy, Resident shall provide Owner with a single forwarding address to which the deposit accounting and any refund is to be sent. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address within 30 days (or shorter or longer time as allowed by Washington State law) after termination of this Agreement and vacation of the Premises, conditioned upon the Resident's compliance with the following:
- Resident shall have complied with all the conditions of this Agreement.
  - Resident shall clean and restore the Premises to a rent ready state, as they received the apartment at move-in, less damages noted on the "Move In and Move Out Inspection Sheet", which is incorporated by reference, and wear and tear from normal usage.
  - Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by Owner.
  - Labor for cleaning and repairing the Premises shall be at the rate of \$75.00/hr, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual costs.
  - Resident's payment of any fees or charges imposed pursuant to this Agreement, including early terminations charges.
4. **Termination of Tenancy.** Any notice of termination by Resident shall be by written notice of at least 20 days before the last day of the rental period. No matter what day the rent is actually due under this Lease, the rental period shall be from the first day of the month to the last day of the month during the Lease and during any month-to-month tenancy following the end of the Lease. If Resident vacates the Premises prior to the expiration of the term of this Agreement or without notice as required by this paragraph, Resident shall be liable for additional rent as allowed by RCW 59.18.310. Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Owner in writing. Resident agrees to vacate and surrender Premises by no later than 5pm on the last day of their tenancy. Resident's notice to vacate will serve as Owners 48-hour notice to Resident for access. Owner reserves the right to give 60 days' notice of termination without cause, as allowed by law. If the Premises are used for any illegal purpose or if Resident commits or permits any nuisance, Owner may terminate the tenancy in accordance with the law. In the event either party engages, retains or hires an attorney to enforce any provision of this Lease, or any obligation under law, including but not limited to the collection of rent and/or other charges due hereunder, both Owner and Resident agree that, to the fullest extent permissible by law, court costs, prejudgment interest at the judgment rate from the date of default, and reasonable attorney's fees may be awarded to the prevailing party, even if no case is filed with the courts. If the matter is not filed in court, both parties agree that the prevailing party is entitled to be compensated upon demand to the other party. The Owner shall be deemed to be the prevailing party if the action voluntarily is halted by the Owner prior to judgment, or if the case is not filed, prior to filing, on the basis that the Owner accepted from the Resident of all or part of the amounts alleged to be owing, or on the basis that the Resident vacated the rental unit. If the Resident vacates the unit prior to the end of the initial lease term (whether voluntarily or not, except as allowed by law or by fully complying with any early buy out or early termination procedure if allowed for in the lease), the entire security deposit shall be forfeited and no portion of it shall be returned to Resident or credited against any amount owing at the end of the tenancy.
5. **Early Termination of Agreement.** If Resident would like to terminate this Agreement and vacate the Premises before the end of the agreed upon Term, Resident agrees to provide 20 days written notice as required in Section 4 and pay a one-time buyout fee of \$2,500.00 for early termination of this Agreement. The fee must be paid by cashier's check or money order at the time notice is tendered. If Resident should vacate the Premises without fulfilling the obligations of this section and term of this Agreement, they agree to pay all rents owed to fulfill the full term of this Agreement.

6. **Damages.** Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as indicated in the "Move In and Move Out Inspection Sheet". Resident understands that items noted on the move in inspection form do not indicate an agreement by the Owner to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form. Resident shall maintain the Premises in a clean and orderly condition, including but not limited to, appliances, plumbing, electrical, floor coverings, building and all other personal property provided by Owner, throughout the term of this Agreement and upon surrendering the Premises to Owner. Resident is responsible for all damage caused by them, or their neglect, by their family, guests, pets employees or any other person they have permitted to the Premises. Resident will bear the costs of any cleaning or repair performed by Owner, at a rate of \$75/hr or at the actual cost billed to Owner, for third party services, to restore Premises to the condition indicated on the "Move In and Move Out Inspection Sheet", except for wear resulting from ordinary use. Resident is responsible for rent lost by Owner while performing repairs and cleaning because of failure to comply with the foregoing. The "Move In and Move Out Inspection Sheet" will be used to determine the refund of deposit at the end of the tenancy. Resident understands that smoking, vaping, using candles, incense, oil lamps or burning anything other than cured firewood in Owner installed fireplaces shall not constitute normal wear. All leaky faucets, toilets, broken windows, wet areas on walls or floors, or water intrusion of any kind, or other defects must be reported promptly to Owner. Failure to report such problems could make the Resident liable for additional damages.
7. **Cleaning Apartment.** Resident to clean the apartment upon vacation of Premises so it is ready for a new resident to move in. Cleaning should be conducted according to the "Cleaning Checklist" provided by Owner. Owner reserves final judgement on if apartment was cleaned at the time of the final inspection and will note on the "Move In and Move Out Inspection Sheet".
8. **Legal Occupants, Sub-letting and Use.** Resident should not use the Premises for any business purpose. Resident will not display any sign from apartment windows or doors. Resident shall not assign this Agreement, sub-let the Premises, give accommodations to any roomers or lodgers or permit the Premises to be used for any purpose other than the primary full time residence of the following named persons (include all minors):

Soon Son Hong + Tae Min Hong

Changes in occupancy are not permitted without the prior written approval of the Owner and at Owner's discretion. Any person staying in the apartment, day or night, for more than 3 consecutive days, or more than 10 days in any 12-month period, without the prior written consent of the Owner, shall be deemed to be an unauthorized occupant. Receipt of mail at the apartment by any person not listed on this agreement shall be deemed to be proof of occupancy by that person. The use of AirBNB or any other similar short term rental service shall be strictly prohibited, and shall be a material violation of the terms of the lease. "Use" includes advertising, and any and all other activities involved in locating short term renters and or disseminating information of, and regarding, the possible availability of the Premises for any apartment for rental by short-term or transient occupants on sites such as Expedia, Priceline, hotels.com, booking.com, Airbnb or other similar locator websites, or web-based, electronic media, or private websites for individuals or companies. Resident understands and agrees that any and all facilities provided by the Owner are provided as a gratuity and are not a part of the Resident's rental agreement, including but not limited to fitness rooms, pools, spas, or courts, or theater rooms, and no common areas or garages, may be used by any Resident for any commercial or business purpose including teaching classes or training, and that Owner reserves the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to the Residents and that any such action by Owner shall not constitute a claim by Residents of any breach of this lease by Owner, nor be a basis for any reduction of Resident's rent or early termination of Resident's lease agreement.

**9. Keys and Passes.** Resident has been provided with the following:

Apartment Keys: 2 Key Code: N/A

Mailbox Keys: 1 Community Room Keys: 1

Entry Door Keys: N/A

Parking Pass #: 2153

Vehicle Make: Subaru Model: WRX Year: 2015

Parking Pass #: 2154 AZU 6238 CGE 9462

Vehicle Make: Honda Model: Pilot Year: 2006

**Resident agrees to pay \$25 for each key or pass that is not returned by the final walk through.** Keys are not to be duplicated or given to any person not designated as a legal occupant of the Premises. Any additional key provided to or made by Resident shall be given to Owner at the termination of tenancy.

- 10. Utilities.** Resident agrees to establish, maintain, and pay for all utilities without delinquency, including but not limited to electricity, phone, internet, and cable TV used on or charged against the Premises during the term of this Agreement except Water, Sewer, and Garbage, which are included.
- 11. Delivery of Premises.** If for any reason whatsoever Owner does not deliver possession of the Premises on the commencement of the term of this Agreement, rent shall be prorated until such time as the Owner tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Owner be liable to Resident for damages caused by failure to deliver possession of the Premises.
- 12. Pets.** Except for service animals as defined in law, Resident shall maintain no pets or animals upon the Premises, nor allow visitors or guests to do so, other than approved by Owner in writing. An additional pet deposit of 25% of 1 months' rent is due for any approved pets at the time of their approval. Any animal added to the Premises, not declared, approved, and paid for, or is of a noticeable difference in size or appearance to those declared during the initial Pet Residency Agreement, constitutes a breach of contract. If, at any time, these conditions are found the Resident will be given 24 hours to comply with the terms of this contract and will be given a 10-day notice to vacate the apartment. If Resident has pets, service, or companion animals, they must be secured during maintenance work. If not, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be Resident's sole responsibility to schedule the completion of the work after the animal has been secured. Maintenance reserves the right to refuse maintenance work if only a person under age 18 is present at the time of the work.
- 13. Rental Premises, Storage and Parking.** The Premises consist of the interior of the apartment. All exterior access, including but not limited to decks, planting areas, stairwells, patios, parking, and storage spaces, regardless of whether they are assigned for Resident's use, are common areas of the property and not part of the Premises. Whenever such areas are assigned by Owner for Residents use, said usage is a license to use in common with Owner. All Resident's obligations pursuant to this Agreement shall extend to any exterior spaces that are supplied for their use. Resident recognizes that their storage of any personal property on the Premises are at their own risk. Resident hereby releases Owner and agents from any and all claims for damages arising out of the loss or damage to goods in storage for whatever reason.
- 14. Owner's Liability and Indemnity.** Neither Owner nor any agent shall be liable to Resident, Resident's family, agents, invitees, employees, or servants for and damages or losses to person or property caused by other residents of

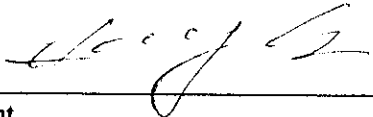
the property or any other persons. Resident agrees to indemnify and hold harmless Owner and agents from and against any and all claims for damages to property or person arising from Resident's use of the Premises or from any activity, work or thing done, permitted or suffered by Resident in or about the Premises. Owner or agents shall not be liable for personal injury, damage or loss of Resident's personal property from theft vandalism, fire, water, rainstorms, smoke, explosions, sonic booms, earthquakes or earth movement, or other causes whatsoever unless the same is due to the sole negligence of Owner. If Owner or agent are requested to render any services such as moving automobiles, handling furniture, cleaning, signing for or delivering packages, or any other service not contemplated in this Agreement, Owner or agent shall be deemed to be agent of Resident regardless if payment is arranged for such service and Resident agrees to indemnify and hold Owner and agent harmless from all loss suffered by Resident or other person in any of the aforesaid circumstances. No portion of the rent shall be used to pay any of Owner's insurance and Resident shall not be deemed to be a co-insured on any insurance maintained by Owner, including fire or structural insurance. Resident understands that any proactive steps Owner has taken to secure the property or prevent theft are neither a guarantee or a warranty that there will be no criminal acts or that Resident will be free from the violent tendencies of third persons. Resident has been informed, understands, and agrees that their personal safety and security of their personal property are Resident's own personal responsibility.

15. **Renters Insurance.** Owner requires that Resident obtain a renter's insurance policy to protect Resident's personal property and to cover Resident's liability for Resident's negligence. Resident agrees to obtain insurance protecting the Premises from loss or damage caused by Resident or Resident's negligence and understands that any insurance which Owner maintains is not for repair and replacement thereof, regardless of whether the or damage was caused voluntarily or from vandalism. Additionally, Resident agrees to add Owner "**Charles B. Cossé, 3402 E Shore Dr, Seattle, WA, 98112**" as an interested party to their insurance policy and furnish proof of coverage to Owner or agent.
16. **Owner's Right of Access.** Owner shall have the right of free access to the Premises at all times for the purpose of inspection; to make repairs, alterations or improvements; to supply necessary or agreed services; or exhibit Premises to prospective or actual purchasers, mortgagees, workmen or contractors, or any other person having a legitimate interest therein, as provided by law.
17. **Severability/Non-Waiver/Entire Agreement.** If any section or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each section or provision that is illegal, invalid or unenforceable there be added as a part of this Agreement, a section or provision as similar in term to such illegal, invalid or unenforceable section or provision as may be possible and legal, valid and enforceable. Owner's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. Resident further agrees that acceptance of rent by the Owner from the Resident or any person or entity on the Resident's behalf shall not be construed in any way as a waiver of Owner's right to enforce a previously issued notice under RCW 59.12 or use actions of the Resident or Resident's guests or invitees which occurred prior to the acceptance of the rent as a basis for issuing and enforcing a notice authorized by RCW 59.12. This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein, notwithstanding the contents of any prior agreement, assumptions, advertisements, warranties or representations by any person or entity. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements, advertisements, warranties or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, should Resident hold over after the expiration of the Lease term on a month-to-month holdover basis, Owner may change any provision of this Lease without the consent of Resident in the manner prescribed by Washington State law.

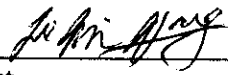
**18. Residents Obligation's.** (Please initial next to each) Resident hereby agrees to abide by the following, as well as any rules or regulations which shall be deemed necessary in the future. Resident understands and agrees that Resident's failure to comply with all terms and obligations under this Lease, laws, any addenda to the Lease, and the community rules shall be deemed to be a material and substantial violation of the Lease. **Resident is responsible for the conduct of themselves, all members of their household, guests, and invitees.** Resident agrees:

- SJA A. To pay all rent and other charges when due or assessed, including all utilities for which Resident is responsible for. Resident agrees to submit to Owner, upon demand, proof that any utilities, assessments, insurances, or charges have been paid and are current.
- SJA B. To execute all revised rental agreements upon request.
- SJA C. To maintain the temperature of the Premises at a level to prevent damage to the space or its contents.
- SJA D. To keep no pet or animal on the Premises for any length of time without a signed "Pet Residency Agreement".
- SJA E. To make no changes, alterations, additions or paint the Premises and all other personal property supplied by Owner without the written permission of Owner. No tacks, nails or adhesives should be used on doors or doorways. No alterations to electrical or plumbing.
- SJA F. To maintain carpets as supplied by regularly vacuuming and cleaning and to provide carpets for spaces where bare floors and footsteps might disturb other residents.
- SJA G. To maintain the volume of noise producing guests, electronics, tools, or instruments at a level that does not disturb other residents and to act in good faith with reasonable requests from other resident neighbors.
- SJA H. To not harass (including but not limited to sexual harassment) Owner, agents, or other residents. Harassment for the purposes here to be defined as creating an unpleasant situation by unwelcome verbal or physical conduct towards another person, calling in non or fabricated emergencies between 10pm-8am, or to exhibiting persistently annoying, offensive, or troubling behavior on the property.
- SJA I. To never remove or touch any notice, paper, bill, or article taped, clipped, or exhibited on or near another resident's entry door.
- SJA J. Owner shall have the right to determine form and display of names on mailboxes.
- SJA K. To not attach any exterior antennas or devices to building.
- SJA L. To disposed of all garbage and recycling in a reasonable and timely manner and in the correct containers.
- SJA M. To not store or abandon any refuse, furniture or personal belongings in common areas, stairwells, or any other part of the property without written permission from Owner.
- SJA N. To not admit any unknown individual into a building, or hallway. Entry doors that are meant to be locked are not to be propped open. Resident is responsible for any and all persons they admit to a space.
- SJA O. To not use, store, or otherwise operate any grill or BBQ within 25 feet of a building. There is a grill provided for your use near the Community Room.
- SJA P. To not display any signs, antenna, banners, or other objects, in windows or otherwise, from Premises or Property.
- SJA Q. To observe and act in good faith with all posted rules in community and laundry areas.
- SJA R. To notify and deliver to Owner or agent any legal notice received or happened by from a third party which relates to the property or business of Owner.
- SJA S. To purchase and maintain renter's insurance, with Owner listed as an Interested Party, for the entirety of the Resident's tenancy.
- SJA T. To reimburse Owner promptly in the amount of the loss, property damage, or cost of repairs or service, caused by negligence, improper use, or failure to report by Resident or their family, guests, employees, or invitees. This includes but is not limited to, improper disposal of waste, abandonment of personal property, unreported or untimely reports of water leaks, mold outbreaks and pest infestations, plumbing or electrical issues caused by improper use and physical damage to building or other personal property of Owner.
- SJA U. To not smoke, vape or otherwise burn any unapproved substance inside the building or Premises and to only smoke in designated smoking areas on the property.
- SJA V. To comply with all federal, state, and local laws, including controlled substances acts.

The undersigned Resident(s) certifies they have the legal capacity to enter into the enforceable contract, and that they have read, understand and agree to all its provisions.

  
Resident

04/01/2024  
Date

  
Resident

04/01/2024  
Date


\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

Notify in Emergency:

Hae Soon Hong  
Name

(425) 344-0234  
Phone

  
Owner/Agent

04/01/2024  
Date