

Tualco Student Housing Agreement

PREAMBLE:

Whereas Tualco Housing, LLC ("Tualco") has available housing opportunities on a shared basis for use by Alderleaf Wilderness College students, and

Whereas, the Student identified as _____ is desirous of residing in student housing offered by Tualco, and

Whereas the Guarantor _____ agrees to financially guarantee the obligations of Student, as those obligations are more fully set forth herein,

Now, Therefore, the parties hereto agree as follows:

1. DESCRIPTION OF RESIDENTIAL PREMISES, SHARED AREAS, AND PROPERTY. This Agreement governs the Residential Premises, Shared Areas, and Property. The Residential Premises is described as room # _____ located at the address of _____, **Monroe, WA 98272**. In addition, the Student shall have the non-exclusive right, in common with Tualco and other residents of the Property, and guests, to use the Shared Areas at the Property. Those Shared Areas include the living/dining room/kitchen, bathrooms and laundry room. The Shared Area does not include the classroom, other buildings, or those rooms assigned to or occupied by other students or third persons, nor any service or equipment rooms such as crawlspaces, utility or furnace rooms, etc.... The Residential Premises, Shared Areas, and areas exclusively occupied by others is referred to as the Property.

NOTE: THIS CONTRACT DOES NOT CONVEY ANY TENANCY OR OTHER INTEREST IN REAL PROPERTY AND DOES NOT CONSTITUTE A RENTAL AGREEMENT AS DEFINED IN THE WASHINGTON STATE RESIDENTIAL LANDLORD TENANT ACT (RLTA). ALL REFERENCES TO THE RLTA ARE SOLELY USED FOR REFERENCE PURPOSES AS A MATTER OF CONVENIENCE ONLY. THIS CONTRACT MAY BE REVOKED AS PROVIDED BY ITS TERMS.

2. FEES. The monthly housing fee is \$ _____ per month, payable in advance on or before the 1st day of each month ("Monthly Fee"). The Monthly Fee shall be paid to Tualco or its designated Agent via RentPayment.com. If the Monthly Fee is not paid by the due date, STUDENT agrees to pay an administrative charge of \$10 for each day late for housing fees, utilities and any other fee. STUDENT agrees to pay \$35 for each NSF check given by STUDENT to TUALCO. Any such additional fees must be paid at the time the delinquent Monthly Fee is paid. Tualco may apply funds received from Student to balances due in the following order: damage, repairs, unpaid utilities, late payment charges, notice fees, past due monthly housing fees, and current monthly housing fees.

3. TERM / SUBLETTING / TERMINATION. This agreement is for housing beginning August 1, 2016 and ending June 30, 2017 (the "term"). This Agreement may be terminated by Tualco for any of the following reasons, any one of which alone shall constitute a default and breach of this Agreement by Student: (a) breach of any term of this Agreement; (b) violation of any of the policies/codes of conduct/rules of the school or of the House Rules or regulations governing the Residential Premises; (c) Student's failure to make required payments as provided herein, or for any failure on the part of Guarantor; (d) Student's withdrawal from a course of study at the school. Student shall not assign or sublet or allow any additional person to occupy the Residential Premises or any portion of the Property without Tualco's written consent. If Student desires to negotiate an extension of the term beyond the expiration date set forth above, Student must provide Tualco written notice a minimum of 45 days prior to the end of the term. Notwithstanding any such request, occupancy shall automatically terminate as of the original termination date unless an extension has been mutually agreed upon and signed.

4. SECURITY DEPOSIT. Student shall deposit to Tualco via RentPayment.com \$ _____ as security for the performance of Student's obligations pursuant to this agreement, including but not limited to: payment of the Monthly Fee and utilities; termination without proper notice; termination before the end of the housing term; abandonment; return of keys after vacating; or return of the premises clean and free of damage except for reasonable wear and tear (Student is liable for cost of repairs if repairs are necessary due to fault of Student(s)). The deposit shall be kept in an account with Bank of America, whose address is 19917 Old Owen Rd, Monroe, WA 98272. A move-in/move-out form titled **Property Condition Checklist** (part of this agreement by reference) shall be signed by Tualco and Student upon Student taking occupancy of the premises. Upon termination of occupancy and vacation of the Premises, Tualco will give Student a full statement of the basis for retaining any of the deposit and refund the balance to Student. If the deposit is insufficient to reimburse Tualco, Student agrees to pay any deficiencies on demand. Student's liability is not limited by the amount of the deposit. Student is prohibited from applying any amount of the deposit to the monthly housing fee or other payments owed to Tualco. At the conclusion of the occupancy, Student shall provide Tualco with a forwarding address to which the deposit accounting and any refund is to be sent. Any refund will be by check. Tualco's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Student's forwarding address within 21 days after termination of this Agreement and vacation of the Premises, conditioned upon Student's compliance with this Agreement including but not limited to the following:

- Student shall have complied with all the conditions of this Agreement.
- Student shall clean and restore the Premises to its condition at the commencement of this occupancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear and tear from normal usage. Student agrees that soiling is not wear and tear from normal usage. Student is liable for costs of repairs if repairs are necessary due to fault of Student(s) and guests.
- Student shall surrender all keys to Tualco.
- Student shall bear the cost to replace or repair any missing or damaged property or fixtures provided by Tualco.
- Labor and administrative costs for cleaning and repairing the premises shall be at the rate of \$30 per hour, excepting labor performed by parties other than Tualco or Agent, which shall be assessed at its actual cost.

f) Student's payment of any fees, fines, or charges imposed pursuant to this Agreement, including early termination charges or abandonment. Any refund from deposit will be mailed to Student at their last known address within 21 days of vacancy of the Premises.

5. UTILITIES. Student shall reimburse Tualco for Student's pro-rata share of utilities (electricity, garbage, and internet) due, which shall be paid at the same time and together with Student's Monthly Fee. Student's portion of utilities is calculated by dividing the total utility expense by the total number of people residing at the Property. Student understands that in addition to seasonal variations, some utilities are billed other than monthly. Additional services, such as television or phone service, shall be the sole responsibility of the Students. Tualco is not liable for failure to provide service or any losses or damages as a result of utility outages, interruptions, fluctuations, discontinuation of service due to Student's lack of payment, or otherwise.

6. USE / OCCUPANCY. The Residential Premises are provided as a residence for the Student personally, and shall be used for no other purpose including home occupations, even if such home occupations are authorized by law. Only the Students assigned thereto shall occupy the Residential Premises. The Student shall obtain written permission from Tualco for any changes in occupancy. Visitor(s) staying no more than 2 weeks accumulative in any one year are excluded from the above. Visitors must sleep in the student's room, not in Shared Areas.

7. PETS AND ANIMALS: Except for service animals as defined in law, Student shall maintain no pets or animals (including mammals, reptiles, amphibians, birds, fish, and insects) upon the Property, nor allow guests to do so. If written permission for pets is given, no pet noise shall be allowed to escape from the property or to disturb neighbors. It is Student's responsibility to clean-up and dispose of any pet excrement anywhere on the Property and on adjacent streets and neighboring properties. If pets are maintained on the Premises, whether or not authorized by this Agreement, Student assumes all costs of restoring Property as a result of any pet or animal on the Property including but not limited to costs to de-flea, fumigate, clean or replace floor coverings, air duct/vent cleaning, yard restoration, and cost to analyze floors for presence of animal urine/waste or pest infestation should analysis disclose the presence of such damage. These policies include "guest pets". No pets are to be added or substituted without Tualco's written permission.

8. CONDITION / DAMAGE: Student has inspected the Premises and Shared Areas and acknowledges that it is in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Checklist. Student shall keep the Premises and Shared Areas in a clean, orderly, and sanitary condition, including but not limited to appliances and all personal property provided by Tualco, throughout the term of this Agreement and upon surrendering the premises to Tualco. Student will bear the cost of any cleaning or repair performed by Tualco to restore the Premises and Shared Areas to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use. Student is responsible for housing fees lost by Tualco while performing repairs and/or cleaning because of Student's failure to comply with the foregoing. The Property Condition Checklist will be used to determine the refund of security deposit at the end of this occupancy. Student shall not make any alterations or improvements to the Premises, Shared Areas, or Property (including painting walls or furniture) without Tualco's written approval. Tualco shall maintain the premises in substantial conformance with all applicable provisions of municipal, county and state codes, statutes, ordinances and regulations governing maintenance or operation of such premises.

9. ACCESS. Tualco reserves the right to access the premises for the purpose of inspection, repair, alteration or improvement, supplying service; to show the premises to prospective purchasers, Students, workers, or contractors; or to investigate violations or emergencies.

10. STUDENT'S OBLIGATIONS: Student agrees as follows:

General

- a) To pay all monthly housing fees and other charges promptly when due or assessed, including utilities for which Student is responsible.
- b) To execute all revised agreements upon request.
- c) Provide Tualco with emergency contact information within (10) days of commencement of occupancy and to provide updated or new information whenever such information is available.
- d) To notify and deliver to Tualco any legal notice received from any person or governmental agency which relates to the Property. Fines assessed to Tualco by any governmental agency resulting from a Student's negligent behavior, including but not limited to, a failure to observe burn bans, or Student's maintenance of a nuisance shall be the responsibility of the Student to pay.
- e) Not to do or keep anything in or about the Property which will increase the present insurance rate thereon. Student agrees to reimburse Tualco for any increase that might occur for violation of this rule.
- f) Student agrees to provide written notice to Tualco regarding any habitability issues and to give Tualco the opportunity to cure the defective condition prior to exercising any other option granted to the Student under law. Tualco is under no obligation to correct or repair any defective conditions caused by the Student.

Conduct

- g) Student is responsible for their own proper conduct and of all guests, including the responsibility for understanding and observing all policies and rules.
- h) Student shall reimburse Tualco immediately upon demand in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Student or their guests. Tualco's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Student shall not be deemed a waiver thereof; and Tualco may demand the same at any time.
- i) Not to permit any person to occupy the Premises other than those persons identified on this Housing Agreement. Guests of Student staying a maximum of 14 days (accumulative) during the housing term are permitted (as long as they are not on Tualco's list of banned individuals), however all guests must be reported to Tualco. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$25.
- j) Keys for unit should not be copied nor given to anyone other than those listed as an occupant without Tualco's prior written consent.

- k) To comply with all laws and ordinances and the directions of all proper officers in relation thereto; with special emphasis placed on Tualco's prohibition on the use of the Property for prostitution, drug manufacture/use/possession/sale, any felony or misdemeanor or any other illegal use. Student shall keep the Property free of illegal drugs, nor use the same on the Property. Student agrees not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or wellbeing of any resident or guest at the Property or adjacent properties. Student or guests shall not engage in gang related activity on or about the Property.
- m) Student shall not keep or maintain a nuisance on the Property.
- n) Student shall not make or allow any disturbing noises which will interfere with the rights, comforts or convenience of others. TV, stereo, radio and musical instrument volumes are to be played at a volume which will not disturb others.
- o) To notify Tualco immediately in writing of any necessary repairs or damage to the Property such as leaking pipes, toilets, faucets, etc.; Notification should be immediate in an emergency. Repair requests should be made as soon as the defect is noted.
- p) Student's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. If carpets are new or Tualco had carpets professionally shampooed prior to Student's occupancy as indicated on the Property Condition Checklist form, Student shall also pay for professionally shampooing same.
- q) Student is to follow all bans/laws, including, but not limited to, burn bans.
- r) No smoking is allowed in or on the property unless Tualco provides an alternate smoking policy in the rules as an attachment to this agreement.

Maintenance, Repairs and Alterations

- s) To take all reasonable precautions to prevent the presence of bed bugs.
- t) Student understands and agrees that any damage caused by or related to cigarette/pipe/cigar smoking or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product, shall not constitute wear resulting from ordinary use of the Property. The cost of such repair, which shall be borne by Student, may include the following: deodorizing, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing carpeting or padding.
- u) Student shall be responsible for any damage resulting from windows or doors left open.
- v) To take all reasonable precautions to prevent the presence of mold or mildew, such steps to include, generally, using exhaust fans where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Student agrees to promptly notify Tualco of the presence of mold or mildew.
- w) To protect against freezing of water and waste pipes and stoppage of same in and about the property. To maintain the temperature at such a level to prevent breakage of pipes or other damage to the property. Student shall relieve stoppage of drains and repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy.
- x) Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances ("equipment"), or permit any guest or any person under Student's control to do so. Student and guests shall properly use and operate all such equipment. To replace in a neat and workmanlike manner all glass and doors broken or damaged during this occupancy. Student agrees to notify Tualco of any such damage that occurs and to repair at Student's expense any damage to the property or equipment caused by Student's acts or neglect within the time period provided by written notice from Tualco requiring such repairs.
- y) Not to make any alterations, additions, painting or improvements to the property, nor to change or add additional locks, nor change or add telephone or cable TV jacks, nor to install any wires, cables or aerials for radio, internet or television purposes on the roof or other parts of the Property without the prior written approval of Tualco. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Student and shall become the property of Tualco and remain in and be surrendered with the premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Property. Student is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- z) Student shall not disconnect or relocate within the dwelling any owner supplied appliance without Tualco's written consent.
- aa) In the event that the Student requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the Student, the Student must pay for all actual service call charges.
- bb) To inspect and maintain in compliance with the information tag thereon all Tualco supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Student only and no warranty is made as to their sufficiency for the premises.

Cleanliness & Trash

- cc) To maintain receptacles for garbage and trash. The property must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. Student is responsible for all costs of extermination and fumigation for infestation caused by Student.
- dd) Student agrees not to store any hazardous material including but not limited to asbestos, petroleum and petroleum by-products, old batteries, or paint on the Premises or Property.
- ee) To keep the sidewalks or paths surrounding the premises free and clear of all obstructions, including snow and ice.

Other

- ff) To permit Tualco to display "for rent" or "for sale" signs at any time during a occupancy;
- gg) Except as otherwise permitted by law, to display no signs or placards on or about the Property.
- hh) Tualco is not obligated to provide window or door screens. If any are presently installed, Tualco has no obligation to maintain or replace them.
- ii) No aquariums, waterbeds, or other unusually heavy objects are permitted on the property without Tualco's written consent.

11. HOUSE RULES/ADDITIONAL ADDENDUMS. The House Rules and additional addendums are a part of this agreement by reference. They include property-specific rules and emphasize important points. Failure to abide by them will constitute default on the agreement. Initial that you have read and agree to the House Rules: _____

12. WATER HEATER. The Temperature control in an accessible domestic hot-water heater within a rental dwelling be set not higher than 120 degrees Fahrenheit. Student acknowledges that, if accessible, Student has inspected the hot-water heater and to the best of Student's knowledge does not believe it to be set higher than 120 degrees Fahrenheit. Initial: _____.

13. SMOKE DETECTION AND CARBON MONOXIDE DETECTION

A) SMOKE DETECTION DEVICES/FIRE SAFETY AND PROTECTION INFORMATION:

The Residential Premises are equipped with _____ smoke detection device(s), which are: (check one) Hard-wired Battery operated. If a smoke detection device is provided within the interior of the Residential Premises, It is the responsibility of Student to maintain it, including replacement of any batteries. Student shall not tamper with, remove batteries, or otherwise disable any smoke detection devices. Any Student failing to comply with the provisions of this paragraph can be fined up to \$200. Student's initials at the end of this paragraph indicate that all smoke detection devices in the Residential Premises are in proper working order as of the date of this Agreement. If battery operated, the unit(s) has been checked and is properly operating at the commencement of occupancy. Under the law, it is the Student's responsibility to maintain the smoke detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the smoke detector is also grounds for termination of occupancy. Additionally, if liability or damages occur because of a Students' failure to maintain the unit, you may leave yourself open to potential lawsuits and liability (see WAC 212-10-050). Student also agrees to test the smoke detector for proper operation once a month and report any malfunctions to the Tualco/agent in writing. Student's initials acknowledge receipt and the accuracy of the information in this paragraph 12(A): _____.

B) CARBON MONOXIDE DETECTION DEVICES:

The Premises are equipped with _____ carbon monoxide detection device(s), which are: (check one) Hard-wired Battery operated. If a carbon monoxide detector is provided on the interior of the Residential Premises, then it is the responsibility of Student to maintain such devices, including replacement of any batteries. Student shall not tamper with, remove batteries, or otherwise disable any carbon monoxide detection devices. Student's initials at the end of this paragraph indicate that all carbon monoxide detection devices in the Premises are in proper working order as of the date of this Agreement. If battery operated, the unit(s) has been checked and is properly operating at the commencement of occupancy. It is the Student's responsibility to maintain the carbon monoxide detection device(s) in proper operating condition in accordance with the manufacturer's recommendations, including providing it with replacement batteries as needed. Failure to maintain the carbon monoxide detector is also grounds for termination of occupancy. Additionally, if liability or damages occur because of a Students' failure to maintain the unit, you may leave yourself open to potential lawsuits and Student also agrees to test the carbon detector for proper operation once a month and report any malfunctions to the Tualco/agent in writing. Student's initials acknowledge receipt and the accuracy of the information in this paragraph 12(B): _____.

14. LIABILITY / RENTERS INSURANCE. Student acknowledges that the insurance carried by Tualco does not in any way benefit Student and that Student is not a co-insured on any such policy. Student is advised to purchase separate Renters insurance to cover all personal belongings in the event of a loss and any liability of Student arising through his or her negligence. Neither Tualco nor Tualco's Agent shall be liable for any loss or damage to Student's property, all of which shall be kept on the premises at Student's risk. In case of any loss covered by both the insurance of Tualco and Student, the insurance of student shall be primary. Student acknowledges that all locks or security systems may potentially be breached and that no warranty or representation is made regarding the efficacy of such systems. Student hereby recognizes that Tualco and Agent are not liable for claims for damages arising out of the loss or damage to goods in storage for whatever reason outside Tualco's control.

15. ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION: Tualco disclaims any warranties or representation that it will be liable to Student, Student's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by Students of the property or other persons. Student understands that Tualco and its legal representatives do not guarantee, warrant, or assure Student's personal security and are limited in their ability to provide protection. Student acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Student acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. Student understands that any proactive steps Tualco has taken are neither a guarantee nor a warranty that there will be no criminal acts or that Student will be free from the violent tendencies of third persons. Student has been informed and understands and agrees that personal safety and security are Student's own personal responsibility. Harassment or intimidation of a resident, guest, owner, or Tualco's agent is prohibited.

16. DAMAGE OR DESTRUCTION OF PREMISES/PROPERTY: In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Student's occupancy can be continued, Tualco shall make such repairs as needed with reasonable promptness and the monthly housing fee shall NOT abate during the period of such repairs. If in Tualco's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Tualco elects to make such repairs, the monthly housing fee provided for herein shall abate during the period of time the Premises are not occupied by Student, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Student vacates the Premises for a period of time, Student is obligated to vacate as instructed by Tualco and the monthly housing fee shall abate during this period. Under no circumstances, terms or condition shall the monthly housing fee abate if damages are caused by the Student. In the event that the Premises or Property are so damaged or destroyed as to be, in the sole opinion of Tualco, incapable of being satisfactorily repaired, then this Agreement shall terminate and Student shall immediately vacate. In such case, Student shall pay monthly housing fees up to the day Student vacates the Premises.

17. DELIVERY OF PREMISES: If for any reason whatsoever Tualco does not deliver possession of the Premises on the commencement of the term of this Agreement, the monthly housing fee shall be prorated until such time as Tualco 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 Tualco be liable to Student for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered

within 5 days of the commencement of the term of this Agreement, Student may terminate this Agreement by giving written notice to Tualco, and any monies paid by Student to Tualco shall be refunded to Student.

18. ATTORNEY'S FEES. As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the premises are located.

19. NON-WAIVER OF BREACH AND SEVERABILITY: The failure of Tualco to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect. If any clause 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 clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

20. LIENS AND SALES: Tualco may mortgage the Property or grant deeds of trust with respect thereto. Student agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Agreement is in full force and effect and certifying the dates to which housing fees and other charges have been paid. This Agreement is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Property and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Student shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.

21. GENERAL TERMS: No oral agreements have been entered into with respect to this Agreement. This Agreement shall not be modified except by an instrument in writing signed by Student and Tualco. In the event of more than one Student, each Student is jointly and severally liable for each provision of this Agreement. Each Student states that he or she is of legal age to enter into this Agreement. All obligations hereunder are to be performed in the County and state where the Property is located. Time is of the essence of this Agreement. Neither this Agreement nor any memorandum thereof may be recorded without the express written consent of Tualco.

22. GUARANTEE: Guarantor hereby acknowledges that he/she/they have and will derive a direct financial benefit from Tualco's agreement to enter into this entering into the Housing Agreement. Guarantor hereby guarantees the Housing Agreement, as originally executed and as thereafter modified or amended, as follows: Guarantor hereby guarantees and undertakes with Tualco that in the event that Student shall default in the payment of any sums due and owing to Tualco in accord with this Housing Agreement, or in the event that Student shall default in the full and faithful performance of the obligations, undertaking and covenants contained in this Housing Agreement, then Guarantor shall pay to Tualco, within ten days of demand, any and all sums so due Tualco and any damages incurred by Tualco on account thereof. Nothing herein shall provide occupancy rights to Guarantor.

23. ADDITIONAL DOCUMENTS REQUIRED TO BE ATTACHED TO THIS AGREEMENT, incorporated by this reference:

- A. Property Condition Checklist.
- B. Department of Health brochure regarding health hazards of indoor mold ("Got Mold?").
- C. Bed Bug Addendum.
- D. House Rules dated: _____.

Dated as of the _____ day of _____, 20_____.

Tualco Housing Agent Date

18715 299th Ave SE Monroe, WA 98272

Tualco Housing Office Address

Agent's Email Address

Agent's Phone

Student Date

Guarantor Date

Student's Email Address

Student's Phone

Guarantor's Email Address

Guarantor's Phone