



Mary Hall
AUDITOR

June 10, 2016

Re: Voter Registration Challenge

Attn:

Ms. Susan R. Herring, Challenger

Mr. Spencer Baldwin, Challenged

During the investigation process the challenged voter, Mr. Spencer Baldwin, requested an address change to 4011 Goldcrest Drive NW, Olympia WA 98502. A change of address form was submitted prior to his candidate filing. However, due to the May 24 Presidential Primary, his change of address form was held because it was after the 29day voter registration cutoff. The address change was accepted and, therefore, the voter registration challenge is rendered moot. Our office will not be taking any further action on this challenge.

If you have any questions, please contact our office at (360) 786-5408.

Sincerely,

Tillie Naputi-Pullar
Elections Manager
naputit@co.thurston.wa.us

Elections Voter Services
2000 Lakeridge Dr SW, Bldg 1, Rm 118
Olympia, WA 98502
Phone: (360) 786-5408
Fax: (360) 786-5223

Ballot Processing Center
2905 29th Avenue SW, Ste E & F
Tumwater, WA 98512
Phone: (360) 786-5408
Fax: (360) 705-3518

Financial Services
929 Lakeridge Dr SW, Rm 226
Olympia, WA 98502
Phone: (360) 786-5402
Fax: (360) 357-2481

Licensing and Recording
2000 Lakeridge Dr SW, Bldg 1, Rm 106
Olympia, WA 98502
Licensing Phone: (360) 786-5406
Recording Phone: (360) 786-5405
Fax: (360) 786-5223

CYCLE REAL ESTATE, INC.

web page - www.cyclerealestate.com

115 McCormick St NE Olympia, WA 98506-4017 Phone (360)753-0916 / Fax (360)753-0931

RENTAL AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of May, 2016, by and between **CYCLE REAL ESTATE, INC.** whose address is 115 McCormick St NE, Olympia, WA, 98506, hereinafter referred to as Agent for the owner/s and: Spencer Baldwin & Jonathan Floyd

herein after referred to as **TENANT**, for the rental of: 4011 Goldcrest Dr NW, Olympia, WA 98502

For a period of 12 months. From 5/3/2016 to 5/31/17 and thereafter month to month.

MONTHLY RENTAL AMOUNT OF: \$950.00 is due on the 1st day of each month. The late rent charge to be applied is **\$35.00 PLUS \$2.00** a day after the 5th day until balance is paid in full. Late fees shall begin at 8:00 a.m. on the 6th day of each month regardless of weekends or holidays. Any late fees, collection or other charges shall be considered rent owing and are due and payable under the same terms as the rent. Tenant payments shall be applied to the oldest charge first. Should the tenant vacate prior to the expiration date of this rental agreement, the entire balance of the lease payments along with any move-in bonus received at the time of move-in is due and must be paid back to the Agent upon vacating.

1. (SJB) **OCCUPANCY:** Agent in consideration of the rent, covenants and agreements hereinafter set forth to be paid and performed by tenant, does hereby rent and demise unto said tenant, and said tenant does accept, rent and take from said Agent acting on owner's behalf the residence described above and hereinafter referred to as the "Demised premises", in the State of Washington; to be occupied as and for a private dwelling and for no other purpose, solely by the person(s) below mentioned.

OCCUPANTS: Spencer Baldwin & Jonathan Floyd

(NO ONE ELSE IS ALLOWED LONGER THAN TWO CONSECUTIVE WEEKS; THIRTY DAYS IN A TWELVE MONTH PERIOD OR TO RESIDE IN THE HOME/UNIT WITHOUT PRIOR WRITTEN PERMISSION FROM THE AGENT.)

Occupancy is Granted to: # 2 ADULTS & # 0 CHILDREN.

2. (SJB) **RENT PAYMENT:** Tenant agrees to pay the amount stipulated above as monthly rental amount each and every month on or before the first (1st) day of each month in lawful money of the United States of America, and every month during the term of this lease. The late charge shall start as of the (6th) day of the month at 8:00 a.m. regardless of weekends or holidays. All rent under this agreement is to be computed on a thirty (30) days per month basis. When a check is returned NSF/Closed Account/Stop Payment, Agent reserves the right to make an additional charge of \$50.00; plus, all late/serve fees that apply. Personal checks will no longer be accepted, any payments will need to be paid in the form of either Money Order, Cashier's Check or Cash from that point forward.

3. (SJB) **PRESENT CONDITION OF RESIDENCE:** Tenant has examined the premises, accepts them in their present condition and covenants to keep said premises at all times in as good order and condition as the same are now in or may be put in by said Owner/Agent, ordinary wear and tear resulting from normal usage and damage by the elements without fault on the part of the resident alone excepted.

4. (SJB) **A PREPAID SECURITY DEPOSIT OF: \$750.00** will be deposited in a trust account at Columbia State Bank (2820 Harrison Ave, Olympia, WA). Spencer Baldwin & Jonathan Floyd is/are the only person(s) authorized to receive any applicable refund at the time of the move out. **\$200.00 IS A NON-REFUNDABLE FEE. Your security deposit is not considered rent and will not be applied to your last month's rent.** It is agreed that the premises shall be considered vacated when all of tenant's property has been removed and ALL KEYS turned in. The security payment shall be used to secure the enforcement of all provisions of this lease. If any loss of rent occurs due to the need for additional cleaning and/or repairs after the tenant has vacated the premises, the tenant shall be liable for the amount of the loss.

5. (SJB) **UTILITIES:** Tenant(s) shall be responsible for: ☒ Water ☒ Sewer/Storm Water ☒ Trash ☒ Electric/Gas ☐ NONE
a. If trash is included with rent, only 1 (one) 30 gal. can is allowed per week. All extra trash charges will be charged back to the tenant.
b. Upon Move-In tenant is to remove all boxes/wrapping, etc. from the premises at the tenant's expense. Any boxes/wrap left in the trash will be hauled away at the tenant's expense of \$10.00 per box.
c. Upon move-out all outstanding utility bills must be paid and proof of payment must be supplied to Cycle Real Estate, Inc. within five (5) days of move-out. Any balances will be estimated (along with a \$75.00 billing fee for time spent estimating amount) charged to the tenant(s) and applied to the move-out report. Tenant is responsible for all utilities including electric/gas through the last day of their move-out month.
d. Any excess of supplied utilities such as water, will be billed to the tenant and will be payable with the next month's rent.
e. Any and all utilities that the tenant is responsible for must be kept current at all times, failure to do so is a violation of the lease and grounds for termination of rental agreement and/or eviction by the Agent. A 10-Day to Comply may be served and will incur a \$55.00 Serve Fee.

6. (SJB) **HOT WATER TANK SETTING:** In accordance with the Washington State Landlord Tenant Act, property maintenance personnel have set the hot water heat setting to 120 degrees (F). Tenant agrees not to change the temperature setting.

CYCLE REAL ESTATE, INC.

web page - www.cyclerealestate.com

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7. (SJB) YARD CARE: Tenants are responsible for keeping all walkways/flower beds/areas next to unit/home weed free and clean at all times. Tenant is responsible for Mowing ☐ YES ☒ NO and keeping the grounds in its original condition as received upon moving in. No landscape changes shall be made. Without notice Agent has the authority to hire the yard work done at the tenant's expense and shall be deemed additional rent and shall be due and payable immediately under the terms of this agreement should the tenant not maintain the grounds properly. ~~Tenant will be charge a minimum of \$120.00 per month for the grounds to be maintained.~~ Tenant to water grass areas as needed.

8. (SJB) DECORATING: The tenant agrees not to make any alterations or improvements to said premises, any equipment or fixtures therein, nor to do any painting, decorating, or adding of ceiling hooks, or changing of any locks without written consent from the Agent.

9. (SJB) REPAIRS AND ENTRY BY AGENT: It is the responsibility of the Tenant to inform the Agent of any needed repairs in writing. Repairs will be made at the discretion of the Agent and if a repair is determined to be the responsibility of the tenant, tenant agrees to pay for such repairs. The Agent may enter the dwelling unit without consent of the tenant in case of emergency or abandonment. During the last twenty (20) days of occupancy the Agent shall post "For Rent" signs on the property and to show it to prospective tenants with a 24-hour notice.

10. (SJB) TERMINATION: Tenant shall surrender the premises to Landlord without notice and in accordance with this Agreement on the termination date of this lease. Nothing in this section shall restrict the parties from entering into another lease agreement for an additional period of time. WRITTEN NOTICE OF TWENTY (20) DAYS OR MORE PRIOR TO THE END OF THE MONTH IS REQUIRED PRIOR TO EXPIRATION OF TENANCY. NO VERBAL NOTICE WILL BE ACCEPTED. After the lease has expired a Twenty (20) day written notice prior to the end of the month to vacate is required. No verbal notice will be accepted. Should tenant give less than 20 days' written notice prior to the end of the month to vacate, the entire next month's rent will be charged. If the tenant should fail to fulfill their lease term commitment (#1) he/she will be responsible for paying the entire remaining balance left on the lease upon move-out plus advertising costs, utility charges and any "Move-In Specials" received at time of move-in. Tenant will be charged a re-leasing fee of 1/2 of 1 months' rent due upon vacating. (Re-leasing fee is payable to Cycle Real Estate, Inc.) Tenant will also be responsible for any utilities thru the end of the lease term or until the unit is re-rented. If the tenant occupies the unit beyond the last day of the month, the entire next month's rent will be charged to the tenant. A move-out report will be mailed to you within 14 days from the time the keys are returned to our office, (to your last known address). All keys provided/given to you upon move-in must be returned to the office of Cycle Real Estate, Inc. by 9:00 a.m. on the 1st business day of the new month. Should you fail to do so, you will be responsible for the entire new month's rent. The unit is to be considered vacant when all keys are returned to the office of Cycle Real Estate, Inc.

11. (SJB) SUBLETTING & ASSIGNS: Tenant agrees not to sublet the premises nor any part thereof nor assign this Agreement in whole or in part with-out the prior written consent of landlord. No one else is allowed to reside in this unit except for the above named occupants listed in item #1 above without prior written consent of the agent/landlord. (See item #20-p.)

12. (SJB) ABANDONMENT: If tenant defaults in payment of rent and is absent from the premises for a period of a least two (2) consecutive days, it shall be presumed that tenant has abandoned the premises and does not intent to resume tenancy. In the event of such an abandonment, Landlord may immediately enter the premises and take possession of any property of tenant found therein. Any such property shall be stored and disposed of pursuant to the provisions of the Landlord-Tenant Act as amended.

13. (SJB) DEFAULT: If any rent or rents shall be due and unpaid, or if default shall be made in any of the covenants herein contained, or should the Tenant fail to pay any of the obligation herein mentioned, then it shall be lawful for the Agent or his attorneys to give the Tenant proper written notice of what he has failed to do, and after DUE LEGAL PROCESS if the violation has not been made good, the Agent may re-enter the premises and remove all persons and property therefrom, without being guilty of trespass and without waiving any other remedies available to him. The tenant agrees not to make or suffer any waste upon the premises, and at the expiration of the tenancy to peaceably quit, surrender and leave the premises and personal property in as good a state and condition as reasonable use will permit. If by reason of any default on the part of the tenant it becomes necessary for the Agent/acting on owners behalf to employ an attorney in case agent shall bring suit to recover any rent due hereunder, or for breach of any provision of this rental agreement or to recover possession of the demised premises, or if Tenant shall bring any action, then and in any of such events tenant shall pay Agent a reasonable attorney's fee and all costs and expenses expended or incurred by Agent/acting on owners behalf in connection with such default or action. Any such action may be commenced and maintained in the Thurston County, State of Washington, regardless of tenant's residence or place of business.

14. (SJB) LOSS BY FIRE OR ACCIDENT: Agent/acting on owner's behalf shall not be liable in any manner for or on account of any loss or damage to personal property of the tenant which may be sustained by fire or water, or for loss of any articles by burglary, theft or any other cause from said premises or residence. WE STRONGLY URGE ALL TENANTS TO OBTAIN RENTER'S INSURANCE ON PERSONAL PROPERTY, YOU ARE NOT COVERED BY OUR INSURANCE OR OWNERS FOR ANY LOSS. Tenant covenants to keep Agent harmless for all claims, demands, causes of action, judgements, attorney's fees, costs and expenses arising from or connected with tenant's use or occupancy of said demised premises while it is in tenant's care, custody and control and not directly due to Agent intentional neglect. The tenant shall not permit any act or thing deemed extra- hazardous by Agent on account of fire or that will increase the rate of insurance on said premises. In case the premises shall be damaged by fire, rain, wind, or other cause beyond the control of the Owner/Agent (unless the same shall occur for any reason for which the tenant is responsible) then the premises shall be repaired within a reasonable time at the expense of the Owner; and in the case the damage be so extensive as to render the premises unfit for human habitation, the rent shall cease until such time as the premises shall be completely in repair. In case of total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction and from thence forth this agreement shall cease and come to an end. In the event that damage is caused by an act of tenant, or someone on property by reason of tenant's permission or consent, there shall be no reduction of rent and tenant shall be liable and pay for all costs of repair. Including the owners Insurance deductibles. Any damages to the property caused from a burglary/theft/forced entry, will be repaired by CRE Maintenance Co, LLC. (or a licensed/bonded contractor).

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- t. Any damage(s) to the unit/home caused by smoke/soot including candles will be charged to the tenant, including but not limited to, cleaning of the walls and ceilings. Cycle Real Estate, Inc. strongly discourages the use of candles
- u. No Canopies, portable carports or tarp's may be placed on the premises.
- v. (SJB) Tenant/s along with co-signer/s agree that they have received a copy/s of executed rental agreement. You may request one free replacement copy during your tenancy. Any addition copy/s will incur a fee of \$17.50 per lease agreement.
- w. (SJB) Tenant(s) agrees to follow all of the Homeowners Associations Governing documents, including the rules & regulations.
- x. (SJB) Tenant(s) will be responsible for all Homeowners Association fines for non-compliance of Governing documents, including the rules & regulations that are tenant caused.

21. (SJB) **GENERAL CONDITIONS:**

- a. Waiver of any default, or of the breach of any of the covenants, conditions or rules herein contained shall not constitute a waiver of any subsequent default or of any subsequent breach of the same, or of any other covenant, condition or rule herein contained.
- b. Provisions of this agreement shall apply to and bind the executors/administrator/successors/and assigns of the respective parties hereto.
- c. This instrument embodies the whole contract between the parties hereto, and no representation or agreement has been made by either of such parties not embodied herein.
- d. Violation of any lease provisions by the tenant(s), family members, guests or agents of any of the terms of this agreement shall give the Agent the right to terminate the agreement and commence eviction procedures as provided by law.

22. (SJB) **MILITARY CLAUSE:** Should _____ who lives at the above referenced rental property, be transferred out of the area by any branch of the Armed Forces of the United States of America, prior to the expiration date of the lease, said tenant must provide a copy of their current transferring orders. In order to be released from lease agreement, said orders must be given to Cycle Real Estate, Inc. prior to or accompany the written notice to vacate. AND Written notice to vacate must be given & received 20 days or more prior to the end of the month, or tenant will be responsible for the full next month's rent. Should the tenant vacate prior to the expiration date of this rental agreement, any move-in bonus received at time of move-in must be paid back to the agent prior to vacating the property. *(This clause does not apply to or include moving into on base housing).*

23. (SJB) Addendum to lease agreement attached: ☒ Mold ☐ Lead Base ☐ Co-Signer ☐ Pet ☐ Fire & Life Safety Disclosure ☐ HOA Rules/Regulations ☐ Other:

24. (SJB) Number of Keys received by tenant/s: Front Door: 2 Garage Remote: _____ Garage Door: _____ Mail Box: _____ Laundry Room: _____

25. (SJB) **SPECIAL AGREEMENTS:** ☐ No Personal Checks Will Be Accepted ☐ Tenant Received M/I Special
Move-In Special = (\$ _____) Rent for (_____) is: \$ _____ and is due on the 1st of the month

Washer/Dryer is maintained by: ☒ Tenant ☐ Owner ☐ N/A-

EXECUTED as of the date first written above.

Tenant/s: [Signature] Date: 5-3-16

Tenant/s and/or Co-Signer/s: [Signature] Date: 5-3-16

AGENT FOR THE OWNER/S: [Signature] Date: 5/3/16

Cycle Real Estate, Inc.
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Olympia, WA 98506
Phone (360) 753-0916
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Rent paid: 5/3/16 - 5/31/16	\$	920.00
Deposit:	\$	950.00
Other:	\$	
Total Owing at Move-In:	\$	1,870.00
Total Collected at Move-In:	\$	1,570.00

Collected in: Cashier's Check / Money Order ☒ Cash

\$ 920.00

COPY

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- b. Provisions of this agreement shall apply to and bind the executors/administrator/successors/and assigns of the respective parties hereto.
- c. This instrument embodies the whole contract between the parties hereto, and no representation or agreement has been made by either of such parties not embodied herein.
- d. Violation of any lease provisions by the tenant(s), family members, guests or agents of any of the terms of this agreement shall give the Agent the right to terminate the agreement and commence eviction procedures as provided by law.

22. *(SJB) MILITARY CLAUSE: Should _____ who lives at the above referenced rental property, be transferred out of the area by any branch of the Armed Forces of the United States of America, prior to the expiration date of the lease, said tenant must provide a copy of their current transferring orders. In order to be released from lease agreement, said orders must be given to Cycle Real Estate, Inc. prior to or accompany the written notice to vacate. AND Written notice to vacate must be given & received 20 days or more prior to the end of the month, or tenant will be responsible for the full next month's rent. Should the tenant vacate prior to the expiration date of this rental agreement, any move-in bonus received at time of move-in must be paid back to the agent prior to vacating the property. (This clause does not apply to or include moving into on base housing).

23. *(SJB) Addendum to lease agreement attached: ☒ Mold ☐ Lead Base ☐ Co-Signer ☐ Pet ☐ Fire & Life Safety Disclosure ☐ HOA Rules/Regulations ☐ Other:

24. *(SJB) Number of Keys received by tenant/s: Front Door: 2 Garage Remote: Garage Door: Mail Box: Laundry Room:

25. *(SJB) SPECIAL AGREEMENTS: ☐ No Personal Checks Will Be Accepted ☐ Tenant Received M/I Special
Move-In Special = (\$) Rent for () is: \$ and is due on the 1st of the month

Washer/Dryer is maintained by: ☒ Tenant ☐ Owner ☐ N/A-

EXECUTED as of the date first written above.

Tenant/s: [Signature] Date: 5-3-16

Tenant/s and/or Co-Signer/s: [Signature] Date: 5-3-16

AGENT FOR THE OWNER/S: [Signature] Date: 5/3/16

Cycle Real Estate, Inc.
115 McCormick St NE
Olympia, WA 98506
Phone (360) 753-0916
Fax (360) 753-0931
www.cyclerealestate.com

Rent paid: 5/3/16 - 5/31/16	\$	920.00
Deposit:	\$	950.00
Other:	\$	
Total Owing at Move-In:	\$	1,870.00
Total Collected at Move-In:	\$	1,570.00

Collected in: Cashier's Check / Money Order Cash

\$ 920.00