

LEASE AGREEMENT

THIS RENTAL AGREEMENT("Agreement"), February 13th 2025, is entered into between

__OWNER NAME__ ("Owner")
 __TENANTS NAMES__ ("Tenants").

Tenant (1):

Name: _____

E-Mail Address: _____

Tenant Cell phone: _____

DL # & State: _____

Tenant (2):

Name: _____

E-Mail Address: _____

Tenant Cell Phone: _____

DL # & State: _____

Owner Info:

Name: OWNER NAME

Contact: _____

Email: _____

Payment Preference: _____

IN CONSIDERATION OF AND SUBJECT TO THE TENANT'S COVENANTS AND PAYMENT OF RENTALS CONTAINED HEREIN, "Owner" agrees to rent to Tenant the Premises located at:

_____ ADDRESS _____

1. AMOUNTS RECEIVED FROM TENANT.

Upon execution of this Agreement. Tenant shall pay "Owner" the sum set forth below to be applied as indicated below:

- | | |
|--------------------------------|---------|
| • Monthly Rent | \$----- |
| • Refundable Security Deposit: | \$----- |
| • Refundable Pet Deposit: | \$----- |
| • Pet Rent | \$----- |

- Security Deposit will be held at: Bank

Total \$-----

TERM.

This Agreement constitutes a 12 month term lease and shall commence on the date of execution of this lease or upon **April 1st 2025** and terminate on **the last day of March 2026 with lease renewal option**. Should the tenant fail to occupy the Premises for the minimum term for any reason, such shall be a breach of the agreement, and Tenant shall be liable for "Owner" damages resulting from such breaches, such as loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less, advertising costs; reimbursement of any move-in credits given to replacement tenants, utility costs while vacant; yard maintenance costs while vacant, transportation costs to show until re-rented, and other costs and fees as described within this Rental Agreement or otherwise allowed by law.

If the "Owner" is unable to deliver possession of the Premises at the commencement hereof, the "Owner" shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but the Tenant shall not be liable for any rent until possession is delivered. The tenant may terminate this Agreement if possession is not delivered within three (3) business days of the date specified for occupancy above. Should Tenant remain in possession of the Premises with the consent of "Owner", after expiration of the above term, this Agreement shall then be construed as a month-to-month lease, according to the terms hereof, as applicable, until either party shall terminate the same by

_____ Initials Tenant (1) _____ Initials Tenant (2)

giving the other party thirty (30) days written notice by certified mail. Tenants shall be liable for the payment of rent through the termination date. If Tenant wishes to renew this Lease, Tenant shall notify the "Owner" in writing of this request at least thirty (30) days prior to the expiration of the Lease (but no rights to renew is hereby conferred). If the tenant decides to terminate tenancy effective at the end of the lease term. Tenants shall notify the "Owner" in writing of this decision at least (30) days prior to the expiration of the term lease. This Agreement shall not be terminated by the tenant at the end of the term lease unless such notice is timely given. Email is an acceptable form of notice.

1. RENT.

Tenants agree to pay the "Owner" the sum of **\$0.00** per month as rent (pet rent included in amount) with a lease re-newal option after. Payment shall be due by the 1st day of each month and shall be payable to “ **OWNER NAME** ”. The Security deposit is due within 7 days after the date the lease has been signed. The first month's rent is due and payable the day of move in. **Tenant may not pay rent in cash.**

A late charge of fifty dollars (\$50.00) shall accrue if rent is not paid by the third (3rd) day of the month, with an increase of \$15 per day for each additional day until the rent and late charge is paid in full. To the extent that Rent is paid via electronic transfer or payment, the Rent shall be constructed as completed on the date the electronic transfer or payment is made. Said late charges shall continue to accrue each day thereafter until the default in payment of rent is cured by Tenant. When rent is in arrears all payments shall first be applied to late charges, costs and then to rent. Tenant agrees to pay \$25.00 for each dishonored bank check, ACH, or in person. Any and all monetary sums due for any obligation hereunder, including, but not limited to, late charges and other costs of collections of unpaid amounts due hereunder, regardless of how otherwise denominated, shall be construed to be “rent” in interpreting this Agreement for purposes of Idaho's Unlawful Detainer statutes.

2. UTILITIES.

Tenants are responsible for and hereby agrees to pay all utilities (e.g., Electricity, Water, Sewer, Trash Gas, Ect) in connection with the rental of the Subject Premises, beginning on lease start date, and will switch them into their names prior to move in or will be charged a \$25 Fee each week until the services have been switched into tenant's name in addition to the utility expenses incurred.

- Idaho Power (208) 388-2323
- Intermountain Gas (800) 548-3679
- Republic Services (208) 345-1265
- USPS (1-800-275-8777)
- Veolia (208) 362-7304
- City Of Boise Utilities (208) 608-7460
- City of Meridian Utilities (208) 888-4439
- City Of Meridian Tenant Utility Form [Utility Billing Renter's Addendum](#)
- City Of Nampa Utilities (208) 468-5711
- City Of Caldwell Utilities (208) 455-3070
- City Of Star Sewer & Water District (208) 286-7388
- City of Kuna-J&M Sanitation (208) 922-3313
- City Of Kuna Utility Billing (208) 922-5546
- City Of Middleton Utility Billing (855) 370-9522

3. NOTICE.

Unless otherwise expressly provided herein, any notice which either party is required to provide pursuant to this agreement, be given (1) by personal delivery; (2) by mailing the same, postage prepaid, or (3) by email to Tenant at the Premises, or to "Owner", or Agent, at the address shown above in this Agreement, or such other places as may be

_____ Initials Tenant (1) _____ Initials Tenant (2)

designated by the parties in writing. Email is an acceptable form of notice.

4. "OWNER'S COVENANTS.

"Owner" covenants that the Premises shall be delivered to Tenant in a habitable condition and that so long as Tenant is not in default of this Agreement Tenant shall have the continued peaceful and quiet enjoyment of the Premises. "Owner" further covenants that they shall be responsible for all repairs to the Premises except for repairs which are necessitated by acts or omissions of the Tenant.

5. TENANT'S COVENANTS.

Tenant covenants and agrees that:

a. Condition and Inventory.

The premises are in good repair with all appliances, plumbing and electrical in good working order. Tenant agrees to maintain the good working order of all smoke detectors and other personal property on the Premises.

b. Maintenance, Repairs or Alterations.

Tenant shall be responsible for damages caused by Tenant's negligence and that Tenant's family, guests, invitees or pets (if allowed). Tenants shall not paint, paper, or otherwise redecorate or make alterations to the Premises without the prior written consent of the "Owner". Tenants shall keep the grounds, lawns and shrubbery clear of weeds and rubbish, and shall remove snow and ice from walkways on the Premises. Tenants shall be responsible for lawn care other than fertilization, aeration, and maintenance and repairs of any sprinkler system, which shall be the responsibility of the "Owner". Tenant is responsible for maintaining normal insect and rodent control. Tenant further agrees to keep all drains free from obstruction or blockage. Tenant agrees that any holes or damage to any interior or exterior surface of the Premises as the result of nails, screws, tacks, hooks, glue, or any other which requires "Owner" to repair, fill, spackle, paint, or otherwise remedy, or any other damage which could have been mitigated should it have been promptly reported to "Owner" in writing shall constitute damage beyond "normal wear and tear", as defined in this Agreement, and Tenant shall be responsible for the resulting cost of repair. The "Owner" reserves the right, with notification, to correct any such problems and to bill the tenant for the same. All service or repairs requested shall be in writing. Tenants shall not make repairs or hire contractors to make repairs. The "Owner" shall respond to emergency maintenance requests within 3 business days. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenants are directed to call 911 for emergencies causing immediate danger such as a fire. Email correspondence is acceptable as notification. The Owner is responsible solely for major repairs, including but not limited to structural repairs, HVAC, roof. Additionally, the Tenant is responsible for leaf removal, providing and maintaining garbage bins, and covering all garbage disposal fees.

c. Occupancy and Use.

The Premises shall be used as a residence by Tenant and immediate family, with no more than # of occupants . Guests staying more than ten (10) days per calendar year without prior written consent of the "Owner" shall constitute a violation of this Agreement. Tenants shall not allow the Premises to be occupied by any other person, or sublease or assign the interest in the Premises without the written consent of the "Owner", which can be denied for any reason. Any subletting, assignment, or use of the property for short-term rentals (e.g., Airbnb) will constitute a material default under this Agreement, allowing the Owner to terminate the lease.

d. No Smoking.

Tenants, guests, or any other person shall not be allowed to smoke on the Premises. Tenant agrees to refrain

_____ Initials Tenant (1) _____ Initials Tenant (2)

from burning candles or incense. The term "smoking" means inhaling, exhaling, breathing, allowing the burning of, or carrying any lighted cigar, cigarette, other tobacco product, cannabis, "herb" material, hookah device, vapor device, e-cigarette, similar lighted or electronic product, in any manner or in any form. Any violation shall be deemed a material violation of the Rental Agreement. The Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to deodorizing, repairing, or replacement of carpet, wax removal, additional paint preparation, replacing of drapes, countertops, or any other surface damaged due to burn marks and/or smoke damage. Tenant agrees to pay a \$5,000 penalty to ionize the premises to remove all unwanted odors.

e. Conduct of Tenant's Guests.

Tenants shall be responsible for Tenant's own conduct, as well as the conduct of guests of Tenant. Any conduct of any guest of Tenant which violates any provision of this Agreement shall constitute a material violation by Tenant.

f. Access by "Owner".

Tenants shall not unreasonably withhold consent to the "Owner" to enter the Premises in order to inspect the Premises, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors. The "Owner" has the right to enter the Premises upon twenty-four (24) hours written notice. The "Owner" may enter the Premises without the consent of Tenant in case of an emergency. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenants are directed to call 911 for emergencies causing immediate danger such as a fire. The owner allows the Owners designated Agents the same rights of access as the Owner, permitting them to enter the property under the same terms and conditions outlined in the lease.

g. Miscellaneous Tenant Covenants.

Tenants shall not utilize the Premises for any unlawful activity or allow any hazard or nuisance to exist on the Premises. Specifically, and without limitation, Tenant agrees not to engage or to allow any person who comes upon the Premises to engage in the delivery, production or use of a controlled substance as those terms are defined in Idaho Code Section 37-2701 (hereinafter "Illegal Drug Activity") on the premises during the term of Agreement. Tenant acknowledges that "Owner" may, if "Owner" has reasonable grounds to believe that any person is, or has been, engaged in Illegal Drug Activity during the term of the Agreement, bring an action for eviction or report such activity to law enforcement authorities. Tenant further agrees that if "Owner" takes action in response to perceived Illegal Drug Activity, but is found in any proceeding not to have "reasonable grounds for such a belief," "Owner" will not be liable for breach of this Agreement or wrongful eviction or for any other damages incurred by Tenant unless "Owner" acted arbitrarily and capriciously and without a reasonable, good faith belief that Illegal Drug Activity was occurring. The tenant will indemnify and hold harmless "Owner" from any claims by Tenant or third parties if the "Owner", in good faith, takes action in response to a perception that Illegal Drug Activity is occurring. Tenants shall not act in any manner so as to affect the quiet enjoyment of any neighbors and shall at all times exercise reasonable care to ensure that neighbors are not disturbed.

Tenants shall not abandon the property for a period of more than thirty (30) days without the prior written consent of "Owner" In the event that the Premises are a portion of a building containing more than one unit, Tenants agree to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Tenants shall not have a waterbed on the Premises without the written permission of the "Owner". Tenants shall not voluntarily or by operation of anyway, assign, license, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Agreement or in the Premises, and shall not sublet or license all or any part of the Premises without the prior written consent of "Owner" in each instance, and any such transfer, mortgage, encumbrance or subletting without such consent shall be wholly void.

Tenants shall comply with and follow any conditions, covenants and restrictions that are applicable to the Premises. Tenant further agrees to follow such rules and regulations that the "Owner" may promulgate in writing

with respect to line Premises from time to time. Tenant hereby assumes the risk of damage or theft to property or injury to persons in, upon or on the premises from any cause other than "Owner"'s willful misconduct or gross negligence and Tenant hereby waives all claims in respect thereof against "Owner". Further, Tenant is strongly urged to obtain hazard, liability and casualty insurance coverage for their personal property upon the premises and for their lessee's interest in the premises.

DEFAULT.

- a. If Tenants shall fail to pay rent, or to perform any term hereof, or if any information provided by Tenants in connection with Tenant's application to rent the Premises is determined to be false or misleading by the "Owner", the same shall constitute an event of material default and breach. Upon the occurrence of an event or default, "Owner" shall have the right to give three (3) days written notice of such default in the manner required by law, Idaho Code Section 6-301, *et seq.*, after which, "Owner" may, at "Owner"'s option, terminate all rights hereunder or proceed with an eviction action, unless Tenants within said time, shall cure such default with said time. "Owner" shall have the right of re-entry upon termination of the lease, after giving three (3) days written notice of the termination of the lease and the exercise of the right of re-entry as required by law, Idaho Code Section 55-210.
- b. In the event of any such material default or breach by Tenants. The "Owner" may, at its election and without limiting "Owner"'s other rights and remedies, accelerate the payment of all rent and other monetary sums payable by Tenant for the balance of the Term and upon any such election such sums shall be immediately due and payable in full.
- c. "Owner" may also maintain this Agreement in full force and effect and recover the rent and other monetary charges as they become due (or alternatively, if "Owner" exercises the right to accelerate the rent due as set forth herein, recover all Rent and other monetary charges due as a result of acceleration), without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. In the event "Owner" elects not to terminate this Agreement, the "Owner" shall nevertheless have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as "Owner" deems reasonable and necessary without being deemed to have elected to terminate the Agreement, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere in the manner provided for elsewhere in this Agreement. Tenant's right to possession of the Premises under this Agreement shall terminate automatically upon the new Tenant taking possession of the Premises, but Tenant shall nevertheless remain responsible for damages.
- d. Notwithstanding that the "Owner" fails to elect to terminate the Agreement initially, the "Owner" may, at any time during the term of this Agreement, elect to terminate this Agreement by virtue of such previous default of Tenant.
- e. Upon any default which remains uncured for a period of three (3) days, "Owner", in addition to the aforementioned remedies, may require Tenant to secure the faithful performance of future obligations for the payment of rent by providing an additional security deposit to "Owner" in an amount solely within "Owner"'s discretion.
- f. Nothing contained in this Paragraph or in any other portion of this Agreement, nor the taking of any action permitted thereby by "Owner", shall be construed as a limitation of, waiver of, election of, or estoppel against any and all rights of "Owner" at law, at equally or under this Agreement to enforce this Agreement in the event of a default.

_____ Initials Tenant (1) _____ Initials Tenant (2)

6. ABANDONED PROPERTY.

All personal property remaining in or about the premises after the time that vacates the premises, shall be abandoned personal property. Residents surrender all right, title and interest to the abandoned property and agree the "Owner" may keep, sell or otherwise dispose of the abandoned property. Any personal property left on the Premises by Tenant shall be stored by the "Owner" at Tenant's expense for up to thirty (30) days. Tenant acknowledges that a reasonable storage rent of ten dollars (\$10.00) per day shall apply to all property left on the Premises.

Upon the expiration of thirty days "Owner" shall be entitled to sell any such property at private or public sale in the same manner as provided for and apply the proceeds of sale to "Owner"'s costs, storage costs, repairs, rent or other damages. In the event "Owner" reasonably believes, in "Owner"'s sole discretion, that the abandoned property has no value, it may be discarded. All personal property on the Premises is hereby subject to a lien in favor of the "Owner" for the payment of all sums due hereunder, to the maximum extent of the law. "Owner" may, at its option, file such other documents as "Owner" determine necessary, in its sole discretion, to protect said lien as against third parties.

7. INDEMNIFICATION.

"Owner" shall not be liable for any damage or injury to Tenants, or any person, or to property occurring on the Premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the intentional or unlawful act of "Owner", Tenant agrees to hold "Owner" harmless from any claims for damages no matter how caused, except for injury or damages which are the proximate result of the intentional or willful acts of "Owner". Tenant agrees to indemnify the owner for any damages no matter how caused, except for injury or damages which are the proximate result of the intentional or willful acts of the owner.

8. SECURITY DEPOSITS; DAMAGES.

In the event of a default, the security deposit described in Paragraph 1, as increased by any additional amounts required under Paragraph 8(e) (collectively "Security Deposit") may be applied by "Owner" to any damages suffered by "Owner" as a consequence of Tenant's default under this Agreement. In the event of Termination of the Lease for any reason or upon Tenant's vacating of the Premises, Tenants shall be responsible for any damages resulting to the Premises which are in excess of "normal wear and tear" as determined by the "Owner" in accordance with Idaho Code Section 6-321. Should this Agreement be terminated by either party for any reason or by expiration of its term, Tenants shall reimburse the "Owner" within thirty (30) days of presentation, for any actual expenses incurred by the "Owner" to clean, repair, or otherwise restore the Premises to its original condition. Tenants shall provide the "Owner" with a forwarding address in writing upon vacating the Premises. Tenant acknowledges that the NON-REFUNDABLE FEE described in Paragraph 1 above will be applied by the "Owner" at the termination of this Lease. Within thirty (30) days of any termination of the Agreement, "Owner" will prepare a statement itemizing the amount of the Security Deposit lawfully retained and applied by "Owner", and send the same to Tenants at the forwarding address, together with the balance of the Security Deposit. Failure to provide such forwarding address for one year will result in forfeiture of the Security Deposit. Tenants also understand and agree that should the Premises herein described be the subject of a foreclosure action, or sold, or otherwise transferred, that the "Owner" shall not be

liable to Tenant for the refund of the security deposit provided that "Owner"'s obligations under the Lease have not been assigned and assumed by a new property "Owner". Therefore, Tenant agrees to look to the new "Owners"s of the property for reimbursement of their security deposit. Tenant hereby agrees to release and indemnify, hold harmless and defend "Owner" from any claims to the security deposit held herein.

9. SEVERABILITY.

Should any provision of this Agreement be deemed unenforceable or unlawful, the parties agree that the offending provision shall be stricken from the Agreement and shall have no force and effect. The remaining terms and conditions of the Agreement shall be enforced according to their terms.

_____ Initials Tenant (1) _____ Initials Tenant (2)

10. ATTORNEY'S FEES.

- a. In any legal action brought by either party to enforce the terms of this agreement or relation to the subject Premises, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred therein.
- b. If Tenant defaults in the performance of any obligation under this Rental Agreement, and fails to cure said default, then following prior written notice, Tenant will be responsible, in addition to any other sums owed, for "Owner"'s reasonable attorney fees and other costs related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by the "Owner" to enforce Tenant's obligation under this Rental Agreement, whether or not the Rental Agreement is terminated and whether or not "Owner" files a formal lawsuit, action, or proceeding in court. "Owner" and Tenant expressly contract that, if it becomes necessary for "Owner" to commence a legal action to recover possession of the Premises by reason of nonpayment or other breach of the Rental Agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees incurred by "Owner" in bringing such action to recover possession, and agrees that the Court may award such attorney's fees as costs in such legal action.

11. INTEGRATED DOCUMENT; AMENDMENT; NO WAIVER; INTERPRETATION.

This Agreement constitutes the full and final expression of the parties' intent with regard to the rental of the Premises and any and all prior or contemporaneous oral or written negotiations or agreements are of no further force or effect. This Agreement may only be amended in writing signed by all parties thereto. Any failure of the "Owner" to insist on strict performance of any term or condition of this Lease shall not be construed as a waiver of said term or conditions. All parties hereto have had time to consult an attorney of their own choice regarding this Agreement. Therefore, the terms of this Agreement, in the event of any ambiguity, are to be construed according to their natural, ordinary meaning, and not for or against either party. Any forbearance by "Owner" from exercising "Owner"'s legal rights shall not constitute a waiver of any legal rights or remedies. Upon the occurrence of any event of default by Tenant, the "Owner" shall have the option to proceed with any and all remedies available pursuant to the terms of this Agreement, at law or equality.

12. DISCLOSURE OF INFORMATION.

Tenants may from time to time authorize the "Owner" to disclose information regarding this Agreement and the tenancy to third-parties, including, but not limited to, future "Owner"s and mortgage lenders. "Owner" will not provide this information if Tenant's lease expiration date is greater than 90 days from the time this information is requested and reserves the right to charge a reasonable fee to the receiving party for providing such disclosure. Tenant understands that the receiving party may impose any such charges incurred back upon the tenant.

13. TERMINATION FEE.**Lease Termination.**

If Tenant is unable to comply with the terms of the original, renewed, or extended lease they will be subject to the following lease termination guidelines:

- Termination Fee: **\$1,825.00**
- Forfeit full security, pet, and any additional deposits
- Repayment of any move in special, rent reduction, or amortized rents
- Full rent and utility responsibility until unit is re-occupied
- Responsible for "Owner" loss; including but not limited to:
 - Advertising cost
 - Move in credits extended to replacement tenants
 - Interior / Exterior maintenance
 - Tenant placement fee

_____ Initials Tenant (1) _____ Initials Tenant (2)

Roommate Adjustment Fee of One-Hundred Dollars (\$100) per roommate. All termination fees must be paid in full to the "Owner" upon notice being given.

14. TERMINATION UPON SALE OF PROPERTY.

Notwithstanding any other provision of this Agreement, Landlord may terminate this Agreement upon 30 days' written notice to Tenant that the Property has been sold.

15. TENANT ACKNOWLEDGES.

The security deposit listed in this rental agreement is held by the "Owner" of the property. Tenants acknowledge the security deposit will not be refunded until after vacancy and the security deposit will be endorsed to all current tenants on the Rental Agreement. No portion of the security deposit will be refunded if one or more parties give notice to vacate prior to termination of this agreement and are no longer on the Rental Agreement. Paragraph 11 above is herein reincorporated.

16. USE OF PREMISES.

Premises shall be used as a residence only. Operating a business from this property is prohibited. The number of occupants is not to exceed the number of persons shown on the application. For purposes of this Rental Agreement, occupancy shall be defined as residing in the premises three (3) days or more in any one-week period. Tenants shall not violate any governmental law in the use of the Premises, commit, waste, or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&R's).

17. MULTIPLE RESIDENTS OR OCCUPANTS.

Each tenant is jointly and severally liable for all lease obligations. Violation of the Rental Agreement or rules by any Tenant, guest or occupant shall be considered a violation by all Tenants. Requests and notices from any Tenant or occupant (including notice of lease termination, repair requests, and entry permissions) shall be deemed from all Tenants. In eviction cases, or for any other purposes of providing notice, any of the multiple tenants shall be considered the agent of all other tenants in the Premises for the purposes of providing notices and service of judicial process. Security deposit refunds may be made in one check jointly payable to all Tenants; and such check and any deduction itemization may be mailed to one Tenant only.

18. ASSIGNMENT, SUBLETTING, REPLACEMENTS.

The undersigned Tenant agrees and understands they are not to sublet any portion of the Premises in which they have entered into agreement under the terms of this Rental Agreement.

If the Tenant wishes to have another person(s) reside in the Premises, or replace one of the Tenants, Tenant(s) must abide by the following: (1) Tenants must first contact "Owner" and submit in writing any requests for another person(s) to reside in the Premises. If the person(s) desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application;

(2) The Tenant must abide by the decision of the "Owner" whether another person(s) can be added to the Rental Agreement; (3) If "Owner" approves the person(s), a fee of \$100 must be paid in advance and the "Owner" (at "Owner"'s option) may require that this Rental Agreement be signed by the proposed Tenant with or without an increase in the total security deposit or "Owner" may require that an entirely new Rental Agreement be signed by the remaining and replacement Tenant. Unless the "Owner" agrees otherwise in writing, any departing Tenant's interest in

_____ Initials Tenant (1) _____ Initials Tenant (2)

the security deposit will automatically transfer to the replacement Tenant as of the date of the "Owner"'s approval and the departing Tenant(s) shall no longer have any refund rights to the security deposit.

The departing Tenant will not be released from liability for the remaining term of this Rental Agreement unless the "Owner" agrees in writing. If the departing Tenant is not released, such Tenant's liability for future rentals will be reduced by the amount of rentals actually received from such replacement; (4) The original Move-In Inspection Form of this Rental Agreement will prevail.

19. KEYS AND CONTROLS.

The LANDLORD is to retain keys to the property. If the Tenant does not furnish all of the issued keys and controls upon vacancy, the Tenant agrees to pay the cost of rekeying the Premises and the replacement cost of all controls. The Tenant upon occupancy has been given the following keys and controls:

Front Door Keys: 2 **Garage Door Openers:** 2

Upon the termination of the Lease, Tenant shall return to the "Owner" all keys provided during the Tenancy. A twenty-five dollar (\$25.00) charge shall be assessed for each key not returned at the time of vacating. Tenants will be charged rent until all keys and controls, as listed above, are surrendered directly to the "Owner". Tenants are not to leave keys in premises. (e.g. Tenant gave notice to vacate on November 10th. Tenant paid all of November's rent and 10 days of prorated December rent, but did not turn in the keys until December 15th. Tenants will be responsible for 5 additional days of December's pro-rated rent plus late fees). Tenant agrees to lock all doors and windows during Tenant's absence from the Premises. Except under instruction from the "Owner" or Power Company, tenants are not permitted to remove fuses or flip breakers into the "OFF" position.

20. LOST OR STOLEN PROPERTY.

"Owner" shall not be responsible for any of the Tenant's property lost or stolen either from Tenant's rented Premises or from any parking, storage, or common area in or about the building or Premises, and Tenant assumes all responsibility for the security and safekeeping of any such property.

21. ANIMALS.

Tenant shall not have any mammals, reptiles, birds, fish, rodents or insects, or pet of any nature on or about the Premises with the exception of (NAME OF PET)



Name Of Pet:
Type of Pet:
Breed:
Weight:

PROHIBITED CANINE BREEDS

The following breeds of dog are not permitted on at any time, unless otherwise noted:

Pit Bulls	American Staffordshire	Wolf-Hybrids
Rottweiler	Terriers	Akitas
Chow Chow	German Shepherd	Boxer
Doberman Pinschers	Presa Canarios	Any dog that has any of the
Alaskan Malamutes	Huskies	above breed's lineage
	Any dog under 1 year old	

_____ Initials Tenant (1) _____ Initials Tenant (2)

This also includes animals, birds or pets of any nature of any guests, relatives, or invited parties to the Premises. There is to be "no baby-sitting or care-taking" of any other person(s) animals, birds, or pets of any nature. Feeding stray or unauthorized pets is prohibited. If the Rental Agreement excluded pets, the Tenant agrees to pay, retroactive to the beginning of the tenancy, \$100 per month per pet for unauthorized pets and held responsible for the conditions stated below.

Tenant acknowledges and agrees to this paragraph. If any pet is listed above, Tenant agrees to pay any additional increase to the security deposit required by the "Owner". Tenant understands any additional funds paid are an "increase" to the deposit and NOT a pet deposit. This additional security deposit is not specifically held for pet related damages but is held for the performance of all aspects of this Rental Agreement including any unpaid rents, late fees, charges and damage assessments. Tenants assume all financial responsibility for damage caused by said pet. The increase in security deposit is refundable within thirty (30) days of satisfactory conclusion of this tenancy. "Pet Rent" is to be paid in addition to normal rent for all unauthorized pets. There is no additional deposit or Pet Rent required for support or companion animals. Tenant agrees to the below conditions in consideration of the authorization of the pet, support animal, or companion animal, to occupy the Premises.

- a. Tenants agree to keep said pet, or support or companion animal under control at all times and obey all city ordinances related to the keeping animals as well as any and all condominium and/or subdivision rules which may apply.
- b. Tenants agree that the "Owner" may revoke permission to keep said pet on Premises by giving Tenants written thirty (30) days' notice.
- c. If the pet is a cat, the tenants must provide and maintain an appropriate litter box.
- d. If the pet is a bird, the bird shall not be let out of the cage.
- e. No animal shall be fed on unprotected carpeting within the Premises. Tenants shall prevent any fleas or other infestation of the Premises or other property of the "Owner". If in the opinion of "Owner", the pet becomes annoying, bothersome or in any way a nuisance to other Tenants or to the operation of the community, Tenant will immediately, upon notice from "Owner", remove the pet from the Premises.
- f. Permission to keep animal(s) is restricted only to the particular animals(s) described above and does not extend to any other animals.
- g. In multi-family dwellings, animals must be kept in premises, on a leash, or carried at all times. Animals will not be allowed to run loose on grounds or other common areas.
- h. "Owner" shall not be liable for any damages to person or property caused by Tenant's animal(s) and Tenant hereby agrees to hold the agent harmless from such liability, assuming the same liability themselves.
- i. All pets must be properly licensed and inoculated for rabies and all other usual inoculations for that type of pet.
- j. Tenant agrees to be fully responsible for any damage caused to the property by the animal(s) and for any and all wear and tear resulting from the animal(s) and agrees to fully compensate the "Owner" for any and all such damage or additional wear and tear including but not limited to:

Cleaning up ALL droppings deposited in the yard by the animal(s) immediately following each incident.

_____ Initials Tenant (1) _____ Initials Tenant (2)

- Filling in any holes in the yard and re-sodding as necessary to restore the yard and lawn to original condition.
- Replacing doors, screens, windows, window coverings, or any other items scratched, torn, damaged or soiled by the animal(s).
- Additional cleaning or replacement at the discretion of the "Owner" of any carpeting that has been damaged, soiled or stained or which has an odor as a result of the animal(s).
- Deodorizing and disinfecting any floor or wall or other surfaces which may be stained or have an odor as a result of the animal(s).

22. PET & ANIMAL INSPECTION.

Tenant agrees to allow ___ "Owner" ___ access in and outside the property to inspect for pet damage. This inspection May occur two (2) times a year.

23. PET & ANIMAL REMOVAL.

"Owner" may remove any unauthorized pet if one day's prior written notice of intent to remove the pet is left in a conspicuous place on the unit and "Owner" may present the pet over to a humane society or local authority.

24. SMOKE DETECTORS.

Tenant and "Owner" agree that all smoke detectors are in working order, and henceforth Tenant agrees to keep electricity provided to the smoke and fire detectors either through battery or Idaho Power. Tenant acknowledges and agrees to locate the smoke detectors in the property. Tenant agrees to test the detector within five (5) business days of moving in and at least twice a year thereafter. If the detector is battery powered, Tenant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Tenant agrees to inform the "Owner" immediately of any malfunction.

"Owner" will repair/replace malfunctioning smoke detector within 3 business days. Upon termination of this tenancy, "Owner" will replace all expired or missing smoke detector batteries or detectors at Tenant's expense.

25. CARBON MONOXIDE DETECTORS.

The premises were delivered to Tenant(s) with installed and functional carbon monoxide detector devices. Tenant(s) acknowledges the carbon monoxide detectors were tested; their operation was explained by "Owner" at the time of initial occupancy and that the detectors in the unit/home were working properly at that time. Tenants shall perform the manufacturers recommended tests to determine if the carbon monoxide detectors are operating properly at least once a month. Each Tenant understands that the carbon monoxide detectors are battery operated and it shall be the Tenant's responsibility to: (a) ensure that the battery is in operating condition at all times; (b) replace the battery as needed; and (c) if after replacing the battery, the carbon monoxide detector does not work, inform the "Owner" immediately in writing. Email correspondence is acceptable. "Owner" will repair/replace malfunctioning smoke detector within 3 business days. Tenants must inform the "Owner" immediately in writing of any defect or malfunction or failure of any detectors. In accordance with the law, Tenant shall allow "Owner" access to the premises for the purpose of verifying that all required carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed. Tenants will be charged for any missing or broken carbon monoxide detectors at the time of vacancy. Tenant hereby agrees to indemnify, hold harmless and defend "Owner" from any and all claims, actions, lawsuits, demands and/or judgments for damages on account of injuries to any persons or property suffered or claimed to have been suffered by any person on or about the property as a result of defective and/or malfunctioning detector.

_____ Initials Tenant (1) _____ Initials Tenant (2)

26. LOCK OUTS.

Tenant agrees to pay a \$70.00 lock out fee should Tenant lock themselves out and request to be let back into the rental unit.

27. LEAD PAINT.

If the property was built after January 1, 1978 it does not require a lead based paint addendum. If the property was built prior to 1978, then the Tenant is hereby notified that such property may present exposure to lead from lead-based paint that places young children at risk of developing lead poisoning. The "Owner" has no knowledge of lead-based paint and/or lead-based paint hazards in the house.

 N/A Initials Tenant (1) N/A Initials Tenant (2) - I have received the Lead Paint Addendum and a copy of the Lead Based Paint Disclosure.

Initials Tenant (1) _____ Initials Tenant (2) _____ The house I will occupy was built after January 1, 1978.

28. MOVE OUT INSPECTION.

The Move-Out inspection will be performed with or without Tenant. The following requirements are necessary to schedule a Move-Out Inspection with Tenant: (1) Tenant must schedule Move-Out Inspection at least one week in advance and prior to move out date and turning in keys; (2) The unit must be completely vacated; (3) Every attempt to clean thoroughly prior to the inspection should be taken, for there are no follow-up inspections. Failure to comply with the above requirements and if the property requires cleaning prior to new tenants, cleaning charges will incur at Tenant's expense.

At no time during the inspection will estimates or costs of cleaning and repairs be discussed or promised.

29. MOVE-IN INSPECTION AND ACCEPTANCE.

Right Now Tenant Placement Services will be completing a move in inspection with or without the tenant and will provide the inspection to the tenant upon completion. Tenant may complete their own move in inspection, which is to be completed and submitted within 2 business days after move-in. Failure to provide the inspection form to "Owner" or Right Now Tenant Placement Services within 2 days of move in waives all claims of pre-existing conditions not written elsewhere in this Rental Agreement. "Owner" assumes no pre-existing deficiencies.

30. LOCK BOX AND "Owner" SIGNS.

"Owner" or agent of "Owner" will retrieve any lockboxes or signs left on the premises by Right Now Tenant Placement . The tenant authorizes Right Now Tenant Placement to enter the premises without notice within thirty (30) days after move-in to recover any sign or lockbox. If any lockbox or sign is missing or damaged, the tenant may be charged \$75.00 for a lockbox and \$150.00 for a sign.

31. CONDITION OF PREMISES.

Tenant acknowledges that at the commencement of the term hereof, the Premises, including the personal property referred herein this Rental Agreement, were clean and in good working condition. The Tenant acknowledges that pre-rental condition of the property via photographs and video, and the Tenant's signature on this addendum confirms agreement with these as an accurate representation of the property's initial state.

_____ Initials Tenant (1) _____ Initials Tenant (2)

32. CLEANING.

Tenant stipulates that the Premises were cleaned upon initial occupancy. Tenants shall clean and dust the Premises regularly, and shall keep the Premises, particularly kitchen and bath, clean. Tenant agrees to keep the Premises kept clean and free from objectionable odors as determined by the "Owner". Upon vacating the premises the "Owner" will have the premises professionally cleaned at tenants expense.

33. CARPET CLEANING.

Tenant stipulates that the carpets were free of pet and urine odors and stains. Costs for the professional cleaning of carpets will be deducted from Tenant's Security Deposit upon prior notice. Carpets that become excessively soiled or stained will incur extra costs. Upon vacancy, Tenant acknowledges that "Owner" will hire a specific carpet cleaning vendor to test the carpets for urine and that "Owner" shall not honor any receipts of carpet cleaning and that "Owner" will have the carpets cleaned at Tenants expense with the approved vendor of the "Owner". A receipt for previous carpet cleaning will be provided to the tenant prior to occupancy.

34. LIGHT BULBS.

It is agreed that all light fixtures and appliances have a working and proper wattage light bulb or globe. Tenant agrees to maintain working light bulbs for all interior and exterior light fixtures during tenancy. Tenant further agrees to replace all expired light bulbs with the appropriate style, color, and wattage prior to vacating. Upon termination of this tenancy all missing or expired light bulbs will be replaced at Tenant's expense.

35. FIREPLACE/CHIMNEY CLEANING.

If applicable, Tenant agrees to thoroughly clean and remove all debris from within the firebox, upon vacating the Premises. Tenant acknowledges that upon vacating the premises, "Owner" shall hire a professional chimney sweep to clean the wood burning fireplace chimney at Tenant's expense.

36. SIGNS.

No signs of any kind shall be displayed on or from any dwelling unit or vehicle without prior written approval by the "Owner", to include but not limited to: political signs, religious signs, posters, or pictures, and/or business signs.

37. BICYCLES, SKATES, SKATEBOARDS, ETC.

Skating or riding bicycles or skateboards is permitted in the parking area or driveway, as long as no damage is done to the property, or surrounding properties.

38. HALLWAYS AND COMMON AREAS.

Tenants agree not to store bicycles, furniture, and any other article in hallways or common areas and "Owner" has the right to remove or dispose of items found in these areas.

39. STORAGE.

Tenant agrees not to store hazardous or toxic waste on the Premises and to properly dispose of said items. Tenants will be fined fifty dollars (\$50) as well as charged the cost to remove any of the aforementioned items.

40. WATERBEDS.

No waterbeds are allowed without written permission from "Owner". Tenants must provide the "Owner" with a copy of the RENTER'S INSURANCE POLICY that specifically insures accidents and/or damage caused by waterbeds and has the "Owner" named as an additional insured.

41. NOISE AND NUISANCE. QUIET HOURS COMMENCE AT 10 PM AND CONTINUE UNTIL 7 AM.

Tenants, guests, or other persons under Tenant's control shall not play upon or allow to be played any musical instrument, or operate any amplified sound system on the PREMISES between the hours of 10:00 PM and 7:00 AM. No radio or sound system shall be operated in the Premises except at a low sound level. No offensive or loud noise, voices, language, or behavior is allowed. The use of fireworks, firecrackers and any type of firearms in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If Tenant(s) play musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of the Rental Agreement. Multi-unit Tenants agree to refrain from using the washer and dryer during quiet hours. Tenants agree to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, Tenants agree to notify the local authorities and file a report for said action and forward a copy of the police report to the "Owner" within five (5) days. Tenant(s) agree not to move in or out of Premises during the quiet hours stated above.

42. BALCONIES/PATIOS.

Patios, terrace, balconies, are designed for additional space and not storage. Storing or displaying on patios and balconies of boxes, bicycles, refuse, clothing, towels, and other belongings, which are not patio furniture, is prohibited and may be removed or disposed of by "Owner". Patios, balconies, and windows are not to be used for drying clothes or suspending other objects. Refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the "Owner". Throwing any items from balconies is strictly prohibited. A gas BBQ grill may be stored or used on the patio or balcony only with the express understanding that the Tenant is solely liable for any damage resulting from such storage or use. Tenant understands that if the premises has vinyl siding, that the BBQ grill must be used at a distance no closer than six (6) feet from the siding and that Tenant will be held liable for any damage as the result of such storage or use. The use of charcoal barbecues is prohibited unless consent is obtained from "Owner". Tenants may use charcoal barbecue grills at their own risk. "Owner" not responsible for any damage/fire that may result from use of charcoal barbecue grill.

43. DRUG-FREE HOUSING.

Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related activity, on or near Premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance. Tenant, any member of the Tenant's household, or a guest of another person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises. Tenants will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenants will not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Premises. Violation of the above provisions shall be a material

_____ Initials Tenant (1) _____ Initials Tenant (2)

violation of the Rental Agreement and good cause for termination of tenancy.

44. MEGAN'S LAW DISCLOSURE.

Federal and State law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Chief of Police in the city in which that person resides or the Sheriff of the county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff. I/We hereby acknowledge that I/we have been provided with the foregoing disclosure and I/we have read and understand the same. I/We acknowledge the "Owner" and Agent to this transaction do not have an affirmative duty to obtain information regarding crime statistics or offender registration. If that information is important to me I have been given the applicable telephone numbers to call and obtain that information myself. Ada County Sheriff/Boise Police Department Records division is (208) 577-3000; Meridian Police Department (208) 888-6678; these numbers are provided as a service and may be subject to change without notice.

45. INSURANCE.

Tenants are to provide their own insurance for their possessions both inside and outside of Premises. Tenant acknowledges and is aware they are responsible for providing insurance for their personal possessions or vehicles and the "Owner"'s insurance will not cover Tenant's possessions or vehicles and this includes flood, fire, or any other cause.

It is important that the tenant understands that the Owner's insurance company is also not liable for any of the Tenant's personal property. If the provided refrigerator malfunctions, the Owner is responsible for the repair costs of the appliance, but not of any food items lost. If a pipe breaks and ruins all of the Tenant's possessions, the Owner is responsible for the repair costs to the home, but not for any of Tenant's personal possessions. Renter's Insurance is very inexpensive and should be considered. Additionally, Tenant is advised to extend their Insurance Policy to include coverage of Owner's property in the event loss or damage to the Premises occurs. Tenant is hereby notified that in the event of a loss or damage to the Premises or the property within, due to Tenant negligence or Malfunction of Tenant's property, (such as a washing machine), Tenant is responsible for all damage and loss to the Premises to include but not limited to: cleanup, repairs, and replacement expenses to restore Owner's Property and Premises to original condition. Common examples are Tenant supplied washing machines that leak causing a water loss and Tenant caused fires due to carelessness with cigarettes and other combustibles. Use of the Premises: The Tenant shall be responsible for keeping all personal property insured against damages. Owners shall not be responsible for any damages to Tenant or Tenant's personal property resulting from theft, vandalism, fire, water, rain, or any other event. Tenant assumes responsibility for any and all damages and hereby waives any claims or causes of action against the Owner except for any for breach of this Agreement. Tenants are encouraged to obtain renter's insurance to protect Tenant's belongings.

Please provide insurance information to the owner if applicable

I have or will have purchased an annual term renter's insurance policy and have/will provide a copy of the policy or declarations page to the "Owner":

_____ Initials Tenant (1) _____ Initials Tenant (2)

49. TELEPHONE NUMBERS, EMAIL ADDRESSES, AND EMPLOYMENT.

Tenants agree to furnish the "Owner" a working telephone number within two weeks of occupancy. Tenants also agree to furnish "Owner" any change in phone numbers, email addresses, employment and employment phone numbers within ten (10) days of change.

_____ Initials Tenant (1) _____ Initials Tenant (2)

50. CC&Rs and ASSOCIATIONS.

Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decisions of "Owner"'s association or "Owner", which are at any time posted on the Premises or delivered to Tenant. These CC&Rs can change without notice. Tenants shall pay any fines or charges imposed by "Owner"'s association or other authorities due to any violation by Tenant, or the guests or licensees of Tenant.

51. HOA VIOLATIONS.

In the event that the Premises is cited for a Home"Owner"s Association (HOA) violation letter, a \$50 fine will be added to Tenant's balance owed, which will need to be paid within thirty (30) days. Please review the following list of common HOA guidelines to avoid being charged. Tenant acknowledges receipt of HOA Rules and Regulations and agrees to abide by them. In addition to fines outlined in section 51, the Tenant will cover any HOA penalties resulting from their actions and shall rectify any violations.

General HOA Rules (*May not be applicable to your association*)

Garbage Cans must be screened from view on non-garbage days, placed behind a fence or in the garage.

All BBQ Grills and other Material, Boxes, Toys Etc. must be screened from view behind a fence or in the garage.

Grass must be cut, watered and well maintained, all weeds must be controlled.

If the property has a yard light pole in the front yard it must be functioning and turned on each night.

Holiday decorations, including Christmas lights, must be taken down within 2 weeks after the holiday.

Trailers, Campers, Non Running Vehicles, Etc. cannot be parked in the driveway or on the street in front of the house.

52. RULES AND REGULATIONS.

The conduct of Tenant or Tenant's guests shall not be loud, obnoxious, or unlawful and shall not disturb the rights, comforts, health, safety, or conveniences of other persons in or near the Premises. The guests and licensee of Tenant shall not disturb, annoy, endanger, or interfere with other persons in or near the Premises, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.

53. APPLICATION OF FUNDS.

Monies paid by Tenant to **"Owner"** shall be applied in the following order: (1) Non-Sufficient Fund Fees, Late Fees and/or Service Fees; (2) Tenant Caused Billing; (3) Past Due Utilities; (4) Attorney Fees; (5) Tenant caused property damage; (6) Past Due Rent, oldest month to newest, regardless of what the memo line of the check says.

54. SERVICE FEES.

Tenant agrees to pay \$25 for each notice delivered to the Premises by the "Owner" for eviction, notice for a lease violation, and notice when Tenant has terminated any Tenant paid utilities.

_____ Initials Tenant (1) _____ Initials Tenant (2)

55. POSSESSION.

If "Owner" is unable to deliver possession of the premises at the commencement hereof, "Owner" shall not be liable for any damage caused thereby, nor shall this agreement become void, but the tenant shall not be liable for any rent until possession is delivered. Tenants may terminate this agreement if possession is not delivered within 7 days of the commencement of the term hereof.

56. CREDIT REPORTING/COLLECTIONS.

Tenant understands and acknowledges that if the Tenant fails to fulfill the terms of their obligations within this Rental Agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit-reporting agency. In the event that Tenant becomes delinquent and payment is not made on amounts owing under the terms of this Agreement, and the balance is placed with a licensed collection agency, Tenant agrees to pay the fees of the collection agency, which amount is therefore agreed to be 50% of the outstanding balance at the time the account is placed for collections. The 50% collection agency fee will be calculated and added at the time the account is placed into collections.

57. ENTIRE CONTRACT.

Time is of the essence. All prior agreements between "Owner" and Tenant are incorporated in this agreement, including any Addendums, which constitute the entire contract. It is intended as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that not extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the Rental Agreement.

58. GOVERNING LAW/VENUE.

This Agreement shall be governed by the laws of the State of Idaho. Further, any claim or cause of action may only be brought in the state or federal courts located in Emmett, Idaho, and Tenant agrees to submit to the exclusive personal jurisdiction of such courts and hereby appoints all other tenants in the Premises as agents for the purposes of providing notices and service of judicial process. Tenants also appoint the Secretary of State for Idaho as your agent for service of process. "Owner" decides location of such court house, should anything need to be litigated in the presence of a judge.

59. NON-WAIVER CLAUSE.

"Owner"'s failure to strictly enforce individual terms of this Agreement does not constitute waiving the "Owner"'s right to enforce the specific term, condition or policy.

60. CO-SIGNER.

By affixing the signature below, co-signer promises to guarantee the Tenants compliance with the financial obligation of the Rental Agreement. Co-signer understands that he/she may be required to pay: current rent, past due rent, collection costs, non-sufficient funds charges, court costs, late fees, lease fees, advertising costs, cleaning, repairs, or costs that exceed Tenant's security deposit. Co-signer further agrees that "Owner" will have no obligation to report to Co-signer should Tenant fail to abide by the terms of the Rental Agreement and waives presentment, demand, protest and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which co-signer might otherwise be entitled. Co-signer recognizes that the "Owner" has agreed to rent to Tenant only because of this guarantee and that the continued validity of this guarantee is

_____ Initials Tenant (1) _____ Initials Tenant (2)

a material term of this Rental Agreement. Co-signer further understands that if "Owner" and Co-signer are involved in any legal proceeding arising out of this Rental Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any cost reasonably necessary to collect a judgment. Co-signer understands that this will remain in force through the entire term of the Tenant's tenancy, even if their tenancy is extended/or changed in its terms.

The following items are required to remove a co-signer from a renewal Rental Agreement: 1) Co-signer must remain on Rental Agreement for a minimum of one year; 2) There can be no late rent payments; 3) No disconnect notices from any of the utility companies; 4) No lease violations during the lease period; 5) There can be no balance owing on the account; 6) _____ N/A _____ can do a property inspection to confirm that the property is properly maintained; and 7) _____ N/A _____ supervisor approval.

61. NON-DISPARAGEMENT.

Tenant agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of "Owner", its employees, directors, and officers. "Owner" and Tenant acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, online review sites, competitors, strategic partners, vendors, employees (past and present), and clients. All disputes or complaints shall be resolved confidentially, either privately or through the courts. Tenant understands and agrees that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that the "Owner" would be irreparably harmed by violation of this provision.

62. COMMUNICATION

The tenant understands there is a 24 hour response time from initial request / contact time & date. The tenant also understands the Managers out of office timeframes & dates. Email, phone calls, text messages and voicemails are all acceptable forms of communications. **Please contact your owner first for any maintenance issues, questions or concerns.**

By signing below, you acknowledge and agree that you understand and agree to the terms of this Lease.

Owners Signature: _____ **Owners Date:** _____

Tenant (1) Signature: _____ **Tenant (1) Date:** _____

Tenant (2) Signature: _____ **Tenant (2) Date:** _____

_____ Initials Tenant (1) _____ Initials Tenant (2)

Top 10 Rental Agreement Points

1. Rent Amount
2. Lease Term
3. Rent due date and late fee structure
4. Online Bill Payment Setup
5. Lease termination penalty
6. No Unauthorized Animals
7. Keys
8. No Smoking
9. Maintenance Requests
10. 30 Day notice to Vacate
11. Communication

Owners Signature: _____ Owners Date: _____

Tenant (1) Signature: _____ Tenant (1) Date: _____

Tenant (2) Signature: _____ Tenant (2) Date: _____

_____ Initials Tenant (1) _____ Initials Tenant (2)

Repair and Cleaning Charges

Prior to vacating you are required to clean the property thoroughly. The items listed below are charges that you will be charged if the property is not left in clean and satisfactory work order. These charges will be deducted from your security deposit or owed to **"Owner"** if your security deposit is not sufficient to cover the charges. You will be charged for each item that is cleaned or repaired. The prices listed are estimated charges only. Please note: this is not an all-inclusive list. You can be charged for cleaning, repairing, or replacement of items not on this list.

Any items missing or damaged to the point they must be replaced will be charged to you. A list of replacement charges are provided below. These are average prices and do not include labor or service charges.

Items

Prices are subject to change depending on brands, quantities, availability, ect.

Faux Wood Blinds		Pack of Outlet Covers	\$3.98
Bedroom Door Knob Set	\$22.30	Gutter Replacement & Fittings	\$50+
Blind Wand	\$6.48	Splash Block Replacement	\$5.97
Closet Door Guide	\$5.67	Bathtub Drain Stopper	\$13.98
Deadbolt	\$38.97+	Ozone "Odor Removal"	Up to \$200
Disposal Replacement	\$179.00	Paint "Gallon" White	\$37.98
Door Stop	\$2.47	Paint "5 Gal."	\$37.98
Drip Pans "Set"	\$28.98	Sink Stopper	\$11.98
Fence Pickets	\$3.97	Re-Key "Minimum"	\$90.00
Flood Light	\$49.97	Refrigerator Shelf Front	\$60.79
Pack Of Furnace Filters	\$13.16	Refrigerator Drawers	\$150+
Garage remotes	\$34.98	Slider Blind	\$37 +
Garage Key Pad	\$45.98	Slider Screen Door	\$105.00
Metal Blinds	\$61.8	Pack Of Smoke Alarms	\$36.81
General Bedroom Door	\$175.00	Pack Of Smoke Alarm Battery	\$17.87
Pack Of Wall Protectors	\$14.57	Trash Removal-Dump Fee (Minimum)	\$100.00
General Light Bulb	\$2.15	Pack Of Light Switch Covers	\$3.98
		Non-Returned Keys (per key)	\$25.00
		Fuel Surcharge	\$15.00

Labor

Price subject to change depending on which vendor is used and how much work is completed

Carpet Re-Stretch	\$75+
Standard Labor	\$55+
Sprinkler and Landscape labor	\$45+
Cleaning	\$100+
Carpet Cleaning	\$100+

_____ Initials Tenant (1) _____ Initials Tenant (2)

I have read this agreement and I am aware of the charges that I may be charged upon vacating as required by my rental agreement.

Owners Signature: _____ **Owners Date:** _____

Tenant (1) Signature: _____ **Tenant (1) Date:** _____

Tenant (2) Signature: _____ **Tenant (2) Date:** _____

MOVE-OUT GUIDELINES

As you prepare to move from your residence on the date provided on your 30 Day Notice to Vacate, we want to take this opportunity to help you get as much of your security, cleaning, and damage deposit back as possible.

NOTICE: Tenant must provide a 30-Day Notice to Vacate Email. Verbal notices are not accepted or honored. Failure to provide written notice to OWNER NAME will cause Tenant to be responsible for all rent until new tenants are accepted, late fees, and other related turnover costs.

RENT: Tenants are responsible for renting up to the 30th day of their 30-Day Notice to Vacate or until their lease expires, whichever is longer. 1st Example: Tenant gives OWNER NAME Notice to Vacate on November 10th - The tenant is then responsible for all of November's rent and 10 days in December. If the 10-days of prorated rent are not paid on or before December 5th, late fees will be applied. 2nd Example: Tenant moves out May 15th but the lease does not expire until July 30th. Tenants must pay rent each month until the lease expires or until the property is re-rented.

EXTENSIONS: If Tenant wishes to stay longer than specified on the written 30-Day Notice to Vacate, tenant must first call the "Owner" to see if this extension is acceptable. If the extension is acceptable, the tenant must complete a new 30-Day Notice to Vacate form to show the new Walkout date. Tenants will be responsible for all rent to the new date. If the tenant(s) request an extension, but vacates earlier than expected, the tenants are still responsible for rent up to the date shown on the written 30-Day Notice to Vacate. **Example:** Tenant gave notice to vacate on November 10th and planned to be moved out by December 7th, but needed 5 more days to move. Tenants must call the office to see if extension is acceptable. If acceptable, Tenant completes a new written 30-Day Notice to Vacate to show a move out date of December 12th. On or before December 5th, tenants must pay 12 days of prorated December rent or will be charged late fees.

EARLY DEPARTURE: If tenant vacates prior to the 30th day of the notice to vacate, tenant should notify OWNER NAME and turn in all keys. Tenants are still responsible for rent until the 30th day of the notice to vacate. OWNER NAME will attempt to prepare the unit for new tenants as quickly as possible and if new tenants are selected prior to the 30th day of the notice to vacate, prorated rent shall be given with the refund of the Security Deposit, if applicable.

KEYS: Tenants will be charged rent until all keys are turned in. If the tenant fails to turn in keys, the tenant will be charged to change all locks and rent up to the day the locks were changed. **Example:** Tenant gave notice to vacate on

_____ Initials Tenant (1) _____ Initials Tenant (2)

November 10th. Tenant paid all of November's rent and 10 days of prorated December rent, but did not turn in the keys until December 15th. Tenant will be responsible for 5 additional days of December's prorated rent plus late fees.

MOVE-OUT INSPECTION: A move out inspection will be performed with or without the tenant. The following states the rules of the move out inspection:

- (1) Tenants will be given the move out inspection date and time. Tenants desiring to be present for the inspection will need to be there on time. There is no rescheduling of the inspection date and time.
- (2) The unit must be completely vacated in order for **OWNER NAME** to perform the inspection.
- (3) No follow-up inspections are made, so do your best to have all maintenance completed and everything cleaned prior to inspection. Failure to comply with the above requirements or if the property requires maintenance and/or cleaning prior to new tenants, these charges will incur at tenant's expense. Note: Cleaning is \$35.00 per hour and maintenance is \$55.00 per hour.

CLEANING: You will receive a move out inspection/cleaning checklist once you turn in your Notice to Vacate. Perform the cleaning as outlined. **CAUTION:** Very few tenants perform all of the cleaning issues on this checklist or fail to do so satisfactorily. It is highly recommended that tenants follow the Move-Out Inspection procedures and checklist.

CARPET CLEANING: Tenant stipulates that the carpets were professionally cleaned upon initial occupancy and is free of pet and urine odors and stains. "Owner" will provide carpet cleaning upon vacancy at the standard reasonable rates for carpet cleaning in comparable properties at the expense of Tenant. Costs for the professional cleaning of carpets will be deducted from Tenant's Security Deposit. Carpets that become excessively soiled or stained will incur extra costs.

DAMAGES: Tenant shall be charged for the repair of any and all damages (including nail holes placed in walls by the tenant), unless otherwise noted on the Move-In Inspection Sheet. **Example:** Tenant moves in and notices that the blinds were damaged and **OWNER NAME** was unaware of this damage. Tenant failed to turn in documentation that the blinds were damaged on the Move-In Inspection Sheet. The tenant later vacates and **OWNER NAME** notices that the blinds are damaged and replaces them. Tenants will be charged the cost to replace the damaged blinds because no written documentation existed stating otherwise.

LIGHT BULBS, SMOKE DETECTORS, ETC: Tenant is responsible for maintaining all smoke detectors during occupancy. Tenants are responsible for replacing all expired/missing light bulbs, smoke detector batteries, appliance light bulbs, and furnace filters upon their move out. The cost to replace them will be at the tenant's expense.

By signing below, you acknowledge and agree that you understand and agree to the terms of this Lease.

Owners Signature: _____ **Owners Date:** _____

Tenant (1) Signature: _____ **Tenant (1) Date:** _____

Tenant (2) Signature: _____ **Tenant (2) Date:** _____

_____ Initials Tenant (1) _____ Initials Tenant (2)

Lease Appendix:

1. Tenant understands that upon moving out the owner requests the carpets and home be professionally cleaned by a vendor of their choice.
2. Tenant is responsible for changing the AC filters as needed.
3. Tenants are responsible for snow removal on the property as they please.
4. Tenant is responsible for lawncare, mowing, weeding. This includes making sure the lawn is watered by hand as there are no sprinklers installed on the property.
5. Tenant understands that upon move out, the lawn and property is to be left in the same condition as initial move in or in better condition.

_____ Initials Tenant (1) _____ Initials Tenant (2)