



LEASE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 20XX, between **Law Property Management Inc.** (LPM) acting as Landlord/Agent for owner for the below named property and all occupants 18 years old and older:

TENANT(S): _____

PHONE: _____

CHILDREN (& AGES): N/A

PROPERTY ADDRESS: _____

In consideration of the mutual covenants and agreements herein contained, the Landlord/Agent hereby leases to Tenant, and Tenant hereby leases from Landlord/Agent, the above-described property under the following terms:

1. TERM:

(____,____ Initial) THIS IS A **MONTH-TO-MONTH** TENANCY AND SUBJECT TO MINIMUM TERM PROVISIONS as stated below. A "month" for purposes of this agreement commences on the first day of a calendar month, and ends on the last day of the same calendar month. This tenancy, and Tenant's obligation to pay rent as hereafter provided, shall continue until terminated in the manner set forth in this agreement.

(____,____ Initial) Lot Only

(____,____ Initial) Renting Lot and RV/Mobile Home

(____,____ Initial) Park Name _____

(____,____ Initial) **MINIMUM TERM.** The term of the lease shall begin on **XXXX XX, 20XX** and is for a **minimum of X year.** After **XXXX XX, 20XX**, this agreement is on a month-to-month tenancy, is based upon the same terms and conditions stated herein, unless modified in writing. If Tenant terminates this lease prior to **XXXX X, 20XX** a **\$XXXX** fee (equal to one month's rent) will be assessed and all deposits will be forfeited to the Landlord/Agent. Tenant shall be responsible for the remainder of the lease. Tenant shall also be responsible but not limited to any advertising, move-specials, utilities bills, etc. caused by early termination.

2. **HOLDOVER ON MONTH TO MONTH TENANCY AFTER MINIMUM TERM:** (____,____ Initial) Tenant agrees to pay an additional **\$150 per month rent beginning the first day after the minimum term described above**, if and only if the holdover tenancy is on a month to month basis. Rent when renewing a new minimum term tenancy shall be based on market conditions and other factors, and may be negotiable.

3. **LEASE RENEWAL FEE:** (____,____ Initial) A **\$100** lease renewal fee will be charged to tenant for any renewed lease. This fee can be paid upfront or added to the next months rent. Any non-paid balance will be subject to late fees.

Tenant acknowledges receipt/review of this page
(____,____ Initial)

4. **EARLY TERMINATION CHARGE:** (____,____ Initial) In the event the Tenant moves prior to the expiration of the initial occupancy term or the expiration of proper 30-day notice period, an administrative fee of \$_____ (equal to one month of rent) shall be due to agent. This fee must be paid in advance upon delivery of notice of termination. In no event, shall deposits be used to pay this fee. The Tenant acknowledges that vacating prior to the end of the initial minimum term or the expiration of proper 30-day notice period is a breach of this agreement and further acknowledges responsibility for rent, advertising costs, utility costs and yard maintenance costs through the last day of the initial minimum term, the expiration of proper 30-day notice period or upon the re-renting of the premises. By breaking the lease for any reason, Tenant acknowledges that they will be forfeiting their deposit and will be responsible for all cleaning, maintenance, administrative fees, utilities, etc.

5. **BREAKING LEASE FEE:** (____,____ Initial) If Tenant breaks this lease for any reason, resulting in a vacancy, then Tenant acknowledges that they will be charged \$_____ (equal to one month of rent) and all deposits will be forfeited to the Landlord/Agent.

6. **RENT:** Tenant agrees to pay _____per month, in advance, **on or before the first (1st)** day of each month. After the expiration of the minimum lease term Tenants have the option of renewing the lease term or continuing the lease on a Month-to-Month basis for additional holdover fees as stated above in section 2. Rent shall be payable to Law Property Management and delivered to the following address:

940 N Cole Road
Boise, ID 83704
(208)378-1415 or (208)378-1409 Fax

Or any address designated by Landlord/Agent. Any non-paid balance will be subject to late fees. Tenant agrees to make all rent payments on or before the **FIRST day** of each month, **which is the RENTAL DUE DATE**. Rent may be paid by personal check until the first check is dishonored (NSF).

Last month's rent is required to be paid in advance? Yes, No. If yes, \$_____ N/A _____ will be made payable to Landlord/ Agent and be applied to the rent account of tenant for the last 30 days of tenancy. Proper written notice of termination must still be received.

6a. Pro-rated XXXX XXXX rent will be \$ XXX.XX and must be paid to the Landlord/Agent in accordance with terms listed in the section on RENT. Prorated rents are due prior to the start of tenancy. The months following XXXX XXXX the Tenant agrees to pay the monthly rent of \$XXXX per month and comply with the terms listed in the section on RENT.

7. **LATE CHARGES:** (____,____ Initial) If rent is not received on or before 5:00 PM on the 1st day of each month (no exceptions for weekends, holidays or postal delays; neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment. Any rents lost in the mail will be treated as if unpaid until received by Landlord/Agent.) The Tenant agrees to pay a late charge of **\$50**. Additional late charges will accrue at **\$10 per day** until all rents, fees, and late charges are paid in full. Rent paid after the first (1st) of the month must be paid by cashier's check or money order.

(____,____ Initial) FOR EVERY TWO LATE RENT PAYMENTS IN A TWELVE- MONTH PERIOD, RENT WILL BE AUTOMATICALLY RAISED **\$50 PERMANENTLY**. Any Tenant who has made three (3) late rent payments in a twelve-month period, will be considered to be in violation of their lease, and will be issued a 30-day notice to vacate, from the date the third payment (late) is due. Tenant shall make ALL RENTAL PAYMENT IN FULL. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall owner's acceptance of a partial payment constitute accord and satisfaction. Nor will owner's acceptance of a partial payment forfeit owner's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. The owner may accept any partial

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(____,____ Initial)

payment check with any conditional endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

8. **NSF CHECKS:** (____,____ Initial) In the event the Tenant's payment check is returned by Landlord/Agent's Bank for insufficient funds (NSF), the Tenant agrees to pay \$50.00 for each occurrence. This is in addition to any late charges that shall also be due. One NSF payment will require all future rent and other payments be paid with guaranteed funds. Funds received shall be applied first to NSF charges, late or other fees, then rent. **Rent is not considered paid or received until Tenant's check clears the bank; therefore, late fees will apply in addition to the NSF fee.**

9. **THREE-DAY NOTICES:** (____,____ Initial) For nonpayment of rent, other assessments or violation notices, a Three-Day Notice to Pay or Quit will be served upon occurrence of the nonpayment of rent, assessment, or violation and Tenant agrees to pay a fifty dollar (\$50.00) trip/service charge in addition to any late charges or insufficient fund charges agreed to elsewhere in this Agreement.

10. **APPLICATION OF FUNDS:** (____,____ Initial) Monies paid by Tenant shall be applied in the following order **(1) Non-Sufficient Fund Fees, Late Fees, Notice Fees and /or other Service Fees, (2) Tenant Caused Billing, (3) Past Due Utilities, (4) Administration Fees, (5) Attorney Fees, (6) Tenant Caused Property Damage, (7) Rent, oldest month to newest.**

11. **SECURITY DEPOSIT/MOVE IN FEES:** (____,____ Initial) NO DEPOSIT WILL BE REFUNDED UNLESS THE TENANT DELIVERS A FORWARDING ADDRESS AT THE CONCLUSION OF THE TENANCY. Tenant agrees to pay a security deposit of **\$XXX and a \$100 non-refundable administration fee** to Landlord/Agent in order to ensure that Tenant complies with all terms and conditions of the lease. Landlord received, from the above-named Tenant **\$XXX** of the security deposit on _____ to secure tenancy of property. Under no circumstances will the security deposit be used by Tenant in payment of any month's rent. The Landlord/Agent shall furnish, no later than thirty **(30) days after the Tenant brings keys into the office**, an itemized written statement for the security deposit. Landlord/Agent may use the security deposit to pay amounts owed by Tenant, including but not limited to damages, cleaning fees, legal fees, costs of collections, loss of rents, professional carpet cleaning (all carpets will be professionally cleaned and shampooed prior to and following every tenancy, this fee **will be automatically deducted from the security deposit**), unpaid fees, service fees, loss of personal property of Landlord/Agent included in lease agreement, change of locks if keys issued are not returned. Any remaining security deposit will be mailed to new forwarding address. (____,____ Initial) **If for any reason, tenant does not fulfill this Rental Agreement, deposit is forfeited in favor of the Landlord/Agent.** As well, all security deposit, and all other deposits, shall be forfeited in favor of Landlord/Agent if proper written notice of 30 days for vacating the premise is not given by Tenant and/or Tenant terminates the lease agreement prior to lease end date. Tenant acknowledges that the security deposit will not be refunded until after vacancy, and the security deposit will be paid to the order of all current Tenants on the Rental Agreement. Deductions from the security deposit shall be made for any damages done to the premises including but not limited to wrong wattage light bulbs, scratches, burns, holes in walls, as well as damages to Landlord/Agent's personal property, if any. If Tenant does not fulfill this lease they are responsible for advertising, carpet cleaning, and move-in specials, rents, and any damages caused by tenant. These costs will come from this security deposit. If the security deposit does not cover any and all damages, tenant(s) will have thirty days from the date of the deposit letter/invoice to make restitution. Landlord/Agent may hire a collection agency or go to court to collect money owed. The fees for the collection costs will be added on to the amount still owed to Landlord/Agent.

12. **30-DAY NOTICE:** Tenant must submit a written 30-day notice of Tenant's intention to vacate the property. Verbal notices are not accepted or honored. Notice begins on the day notice is received by Landlord/Agent, and must be in writing. Tenant is responsible for payment of rent and utilities during the 30-day notice. During the last thirty days of occupancy, Tenant agrees that Landlord/Agent may place a "FOR RENT" sign on the property and show premises to prospective tenants with notice. If Tenant does not

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(____,____ Initial)

show the property in a clean, presentable manner during these 30 days a **\$100 fee** will be assessed to Tenant's account.

13. **MOVE OUT PROCEDURE:** (____,____ Initial) Tenant acknowledges that Law Property Management will charge Tenant daily rental fee until the keys are brought into the office; Leaving the keys on the counter is not acceptable. By returning the keys to LPM, Tenant agrees that Tenant is handing back the property in as-is condition, meaning that there will be no further repairs or cleaning by the Tenant. LPM will perform the final walk-through condition survey after the keys are returned and will notify Tenant of the final walk through, giving 48 hours prior notice, so that Tenant may be present. Tenant hereby acknowledges receipt of the "Move In-Out Condition Report" Checklist. At the conclusion of this tenancy, Tenant agrees to restore the dwelling and property to its condition at the commencement of this tenancy.

14. **OCCUPANCY:** Tenant agrees that only Tenant(s) and their family as listed above shall occupy the premises. Tenant will pay an additional **\$50** per month per extra person, not listed at the beginning of the lease term, to a maximum of six person's total occupancy. Short term visits by relatives and friends may not exceed seven days without permission of Landlord/Agent, or will be subject to additional charge. Landlord/Agent must approve in writing any additional person(s) prior to occupancy of premises.

15. **ASSIGNMENT/SUBLETTING RESTRICTIONS:** Tenant agrees not to assign this agreement, nor to sublet any part of the premises, without prior written permission of Landlord/Agent.

16. **UTILITIES:** Tenant shall directly pay all utility charges with respect to the premises, EXCEPT the following, which shall be furnished and paid by Landlord/Agent:_____. Excessive use of Landlord/Agent paid utilities will result in the Tenant paying an additional surcharge as determined by last year's average bill. Tenant agrees to transfer utilities to their name prior to occupancy. Utilities not switched into the Tenant's name by the 1st day of occupancy will be disconnected. Any utility bills received by Landlord/Agent that should be in Tenants name will be billed to Tenant, and must be paid by Tenant within 15 days of said billing. The said posting of this bill will result in Tenant being responsible for an administrative fee of **\$45 per account**. (____,____ Initial) Tenant has an obligation to notify Landlord/Agent prior to any interruption of utility service to the premises. Any damage or loss incurred due to Tenant's negligence to pay utility, abandonment, or to inform Landlord/Agent of shut off shall be at Tenant's expense. Tenant(s) agree they are responsible for keeping on utilities until the final date of the lease term, 30-day notice period, or final day of occupancy, whichever date is later.

17. **SMOKING:** (____,____ Initial) **SMOKING IS SPECIFICALLY PROHIBITED WITHIN ANY DWELLING OR STRUCTURE ON THE PROPERTY.** Tenant also agrees to refrain from burning candles and incense. Any violation shall be deemed a material violation of the Rental Agreement. Tenant understands that any damage caused by smoking or burning any substance will be considered tenant's responsibility. Damage includes but is not limited to: deodorizing carpet, wax removal, additional paint and preparation, replacement blinds, repair or replacement of carpet, countertops, or any other surface damaged due to burn marks and/or smoke/odor damage. **In addition, Tenant agrees to pay \$150 to ionize the premises to remove all unwanted odors.**

18. **SATELLITE DISHES:** Tenant understands that any installation of a satellite dish requires Landlord/Agent approval prior to installation. Any unapproved equipment attached to buildings is not allowed and could result in a fine up to five hundred dollars (\$500.00).

19. **APPLIANCES:** The appliances are for the tenants use and are considered to be part of the property, but are the personal property of the Landlord/Agent. Appliances are provided for convenience only, if they break Landlord/Agent is not responsible or required to fix. (____,____ Initial) **Landlord/Agent is not responsible for replacing appliances in the event they become inoperable.** Landlord/Agent is not responsible for replacement or costs for refrigerator contents should the refrigerator become inoperable. Tenant agrees to leave premises and appliances in clean, neat, and working condition upon vacating. In

the case of a foreclosure, Tenant will be required to release appliances to owner upon notice. Appliances currently on property include:

Refrigerator, Oven, Range, Dishwasher, Disposal, Microwave, Washer, Dryer

20. **PERSONAL PROPERTY:** All personal property now upon the premises shall remain at the termination of this rental. If an inventory has been prepared, check here and attach inventory addendum sheet.

21. **CONDITION OF PERSONAL PROPERTY:** Tenant acknowledges that at the commencement of the term hereof, the premises, including the personal property referred to in **Personal Property** above, were clean and in good condition. (Except as noted on inventory addendum sheet).

22. **CONDITION OF PREMISES:** Tenant has inspected the premises and hereby agrees that the premises are clean and in good order and repair. If anything is in need of repair or correction, Tenant agrees to give written notice of such to Landlord/Agent within three (3) business days of taking possession of the premises, so as not to be liable for said repairs.

23. **RESIDENTS MOVE IN-OUT SURVEY AND ACCEPTANCE:** (____, ____ Initial) Tenant has received a "Move In-Out Condition Report" checklist and understands that it is to be filled out upon move-in. Tenant agrees to return the **"Move In-Out Condition Report" checklist within the first three (3) business days of occupancy** and understands that this becomes part of the rental file. If this is not returned to the Landlord/Agent, then the Tenant accepts the unit as is and may be responsible for any damages or cleaning issues.

24. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES:** Tenant shall be responsible for, but not limited to, the following:

- Keeping the property clean and sanitary inside and out, in good order and condition, and shall not mar or deface the walls, woodwork, or any part of the Premises
- Remove any visible moisture accumulation in or around leased Premises, including on the walls, windows, floors, ceilings, and bathroom fixtures; mop spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate & moisture inside Premises at reasonable levels.
- Refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks in any household drains. Tenant agrees to pay for cleaning the drains of any or all stoppages.
- Reporting to Landlord/Agent, in writing, of the presence of a water leak, excessive moisture, standing water, or mold growth that persists after Tenant has tried several times to remedy the situation.
- Pay for damage to property as a result of failure to report the problem within a timely manner.
- Pay Landlord/Agent upon demand for costs to repair, replace, or rebuild any portion of the Premises damaged, whether through act or negligence, by the Tenant, Tenant's guests, or invitees.
- In the event of a "break in," supply Landlord/Agent with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
- Payment of any service calls caused by Tenant's negligence and for extra service calls as a result of failure to keep appointments.
- Cleaning or replacing furnace and/or A/C filters every 3 months. Tenant agrees to pay for appliance service if service is caused by filters not being changed.
- Carpet cleaning when it becomes soiled during tenancy. Landlord/Agent has the right to do a black light urine test on carpet upon scheduled walk-throughs. The tenant will be responsible for the testing at \$50. If there is indication of animal urine, the tenant will forfeit the deposit due to the extensive cleaning and/or replacing of the carpet.
- Maintaining normal insect control.
- Good housekeeping.

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(____, ____ Initial)

- Maintain walls, woodwork, floors, fixtures, appliances, windows, screens, doors, fences, plumbing, a/c, heating, electrical, and mechanical systems as well as the general structure and appearance of the property.
- If you have scheduled an appointment with a service technician and you are not there when the technician shows up, you will be charged the service charge at the amount specified by the technician. If technician is a Law Property technician a \$50 service fee will be accessed. Tenant shall be responsible for damages caused by his or her negligence. Fees will be charged to tenant and will be deducted before rent from payments per **Application of Funds**.

25. **SMOKE DETECTORS:** Tenant acknowledges and agrees to locate the smoke detectors in the property. Tenant agrees to test the detectors within 5 days of move in. 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 Landlord/Agent immediately of any malfunction. Upon termination of this tenancy, Landlord/Agent will replace all expired or missing smoke detectors and/or batteries at Tenant's expense.

26. **WATERBEDS, SWIMMING POOLS, SWING SETS & TRAMPOLINES:** Tenant agrees not to have any waterbeds or other liquid filled furniture on the premises without written permission of Landlord/Agent. Tenant also agrees not to have any swimming pools, swing sets & trampolines on the premises.

27. **CARPETS:** (____,____ Initial) Tenant stipulates the carpets were professionally cleaned upon initial occupancy. The Tenant agrees that **LPM will arrange** to have carpets professionally cleaned and shampooed at the end of occupancy. This fee will be automatically deducted from the security deposit. There will be no exceptions.

28. **CONDITION OF PREMISES:** (____,____ Initial) Landlord/Agent shall arrange routine walk-throughs of the premises. An appointment will be arranged to fulfill this obligation. If at any time this appointment is missed or if Landlord/Agent is unable to enter premises due to animals, lock changes, etc., Tenant agrees to pay a fifty dollar (**\$50**) **trip charge**, as well as the fees charged by the vendor or service person for the trip to the property.

29. **ANIMALS:** (____,____ Initial) NO ANIMALS ARE PERMITTED; ANIMALS ARE PERMITTED (SEE ATTACHED ANIMAL ADDENDUM).

Animal/Breed	Age	Weight	Sex	Color(s)	Name

Tenant agrees not to bring or keep animals of any kind, not listed above, on the premises, even temporarily, without prior written permission of Landlord/Agent. There is to be no "care taking" of any other person's animals, birds, or animals of any kind. Tenant agrees to abide by any Local Ordinances regarding animals applying to the rental property.

30. **ANIMAL AGREEMENT:** (____,____ Initial) Tenant agrees to pay an additional \$_____ Move-in Fee in consideration for the approval of an animal (see attached Addendum), **Rcd by**. The Tenant acknowledges receipt of the Animal Addendum attached to this lease and agrees to the conditions contained therein. This additional Move-In Fee is not specifically held for animal 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. Tenant assumes all financial responsibility for damages caused by said animal. Of this additional Move-in Fee, **\$100.00** per animal is non-refundable and payable to Landlord/Agent as consideration of additional administrative expense of an animal occupied property.

Tenant acknowledges receipt/review of this page
(____,____ Initial)

31. **UNAUTHORIZED ANIMALS:** (____,____ Initial) Tenant acknowledges that animals found on the premises not identified in Paragraph 30 above and authorized in the attached Animal Addendum are a violation of the terms and condition of this Agreement and constitute a breach of the terms and conditions of this rental contract. Such breach of contract can result in the termination of tenancy and eviction from premises and the Tenant agrees to pay, retroactive to the beginning of the tenancy, **\$100** per month per animal for unauthorized animal(s).

32. **ANIMAL REMOVAL:** (____,____ Initial) Landlord/Agent may remove an unauthorized animal if one day's prior written notice of intent to remove the animal is posted in a conspicuous place on the premises, and the Landlord/Agent may present the animal over to the humane society or local authority. Tenant is responsible for all costs associated with removing the unauthorized animal including administrative costs.

33. **LANDLORD/AGENT SHALL NOT BE LIABLE:** Landlord/Agent shall not be liable for damages or losses to persons or property caused by other residents or persons. Agent shall not be liable for personal injury or damage or loss of Tenant's personal property from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms or other causes whatsoever unless the same is due to the negligence of the Landlord/Agent or Owner/Lessor. Tenant is hereby notified that in the event of loss or damage to the premises or the property within, due to Tenant negligence or Malfunction of Tenant's property (such as washing machine), Tenant is responsible for all damage and loss to the premises to include by not limited to: cleanup, repairs, and replacement expenses to restore Agent's property and premises to original condition.

34. **INSURANCE:** Tenant is required to provide their own insurance for their possessions (personal property) both inside and outside the Premises including minimum Personal Liability of \$100,000 within **30 days** of signing lease. Landlord/Agent shall not be liable for damages or losses to persons or property caused by other residents or persons. Landlord/Agent shall not be liable for personal injury or damage, or loss of Tenant's personal property due to temporary loss of electricity, theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, or other causes whatsoever unless the same is due to negligence of the Landlord/Agent. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord/Agent, agents, and employees. No rights of storage are given by this agreement. At no time will Landlord/Agent be responsible for accommodations such as food, lodging, monetary or personal belongings.

35. **REPAIRS AND MALFUNCTION:** All service and repairs, which falls within the responsibility of the Landlord/Agent, shall be requested by phone or in writing. Landlord/Agent shall respond to emergency maintenance requests as soon as possible. Non-Emergency maintenance requests will be scheduled and responded to within one week of notification pending Landlord/Agent's receipt of owner approval. POSSESSION OF SAID PREMISES ASSUMES CERTAIN RESPONSIBILTIIY FOR MAINTENACE, TENANT SHALL CONTACT LANDLORD/AGENT FOR DETERMINATION. Tenant must take good care of the premises/property and all equipment and fixtures therein. Landlord/Agent will repair plumbing, heating and electrical systems. Landlord/Agent may at Tenant's cost make all repairs and replacements whenever the need results from Tenants negligence, recklessness, illegal activities, and violations of the provisions of this Rental Agreement. Landlord/Agent's costs in making said repairs shall be payable by Tenant as additional rent under this agreement.

For the purposes of this Monthly Rental Agreement, emergency maintenance request is fire, flood, uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. An emergency is NOT air conditioning. The Landlord/Agent recognizes this as a priority item and will make it such with the vendors it employs to have heating or air conditioning working as soon as possible. Tenants will not be reimbursed for any repairs unless prior written permission is given. At no time will Landlord/Agent be responsible for accommodations such as food, lodging, monetary or personal belongings.

36. **DRAIN STOPPAGES:** As of the date of this Agreement, Landlord/Agent warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as diapers, sanitary napkins, tampons, Q-tip swabs, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspapers. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by tree roots or structural defects.

37. **FURNACE FILTERS:** (____,____ Initial) Tenant agrees to change or clean the furnace filter not less than every two months (monthly is recommended); furthermore, Tenant agrees to pay for cleaning or changing the furnace filters (materials and labor) if they are found to be dirty at any time during this tenancy, regardless of additional issues concerning the HVAC system. If Tenant fails to change the furnace filter, they may be liable for furnace repairs and/or replacement.

38. **PEST CONTROL:** (____,____ Initial) Landlord/Agent acknowledges and Tenant agrees that pests such as ants, bees, hornets, spiders, mice, rats, cockroaches and all types flying insects are part of normal every day life and may be, from time to time, in and around the premises. If necessary, Tenant agrees to take all necessary steps, at Tenant's expense, to remove unwanted pests from the premises.

39. **ALTERATIONS:** Tenant agrees not to paint, wallpaper, or make any other alterations to the premises without written consent of Landlord/Agent. Tenant must not alter the plumbing, ventilation, heating, or electrical systems. Any approved alterations, improvement or installations shall become the property of the Landlord/Agent when completed, and shall be surrendered as part of the premises upon termination of tenancy. Landlord/Agent is not required to pay for any of the work performed under this section unless Landlord/Agent agreed to pay in writing.

40. **REPAIRS:** Tenant agrees to take good care of the premises, including all fixtures and equipment. Tenant is responsible and liable for all repairs, replacements, and damages, excessive utility bills caused by, or required as a result of, any acts of neglect of Tenant, occupants, invitees, or guests. In addition but not limited to, replacing light bulbs, damage to doors, windows, screens or other items not caused by negligence of Landlord/Agent. Tenant is responsible for the repair of any nail holes upon vacating the premises to include removing the nails, filling the holes and painting, in a manner that matches adjacent wall or wood surfaces (no visual difference). If Tenant fails to make a needed repair or replacement, Landlord/Agent may do it. Under no circumstances will the Landlord/Agent be responsible for any improvements or repairs paid for by Tenant unless written authorization is given to make repairs or improvements in advance. Any charges left unpaid after 30 days to the Landlord/Agent will be deducted from monies collected first, as specified in ***Application of Funds and Security Deposit***.

41. **WINDOWS:** Tenant agrees that the windows, window tracks and seals are in clean working condition. Tenants are responsible for window cracks or breaks during their tenancy regardless of cause.

42. **MAINTENANCE OF PREMISES:** Tenant agrees to maintain the premises in a clean and sanitary condition at all times, including, but not limited to, removal of trash in a prompt and proper manner, to remove any conditions that may be dangerous to health and safety, and any other conditions which may attract mice, roaches or other pests. Tenant agrees to promptly inform Landlord/Agent of any conditions not under their control. In addition, Tenant agrees to clean up any areas within and/or around the premises, which have been dirtied or littered by Tenant, occupants, invites, animals if applicable or guests.

Tenant also agrees to comply with regulations (CC&R's) in the applicable Homeowner's Association, and is responsible for any Association fines incurred due to Tenant negligence. Failure to maintain the premises in a clean and sanitary condition is a direct violation of this lease.

43. **OUTSIDE AND YARD MAINTENANCE:** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of debris, animal feces, and/or unsightly items. Tenant is responsible for maintaining watering of outside property at all times, unless an area of watering falls under a Homeowners

Association responsibility. If the property contains a sprinkler or irrigation watering system, Tenant is responsible for reporting any malfunctions of this system to the Landlord/Agent.

Tenant is responsible for maintenance of all landscape, unless it is under the responsibility of a Homeowners Association. **This includes mowing, weeding, trimming, watering of landscape**, setting of any automatic timers of sprinklers, and blow out in the Fall (Tenant will receive a bill in the fall for sprinkler blow out) (____, ____ Initial). Tenant agrees to keep sidewalks and driveways free of ice, snow, debris, and in safe condition in accordance with city ordinances. If Tenant does not maintain landscape as required, and disregards notice to correct landscape by Landlord/Agent, then Landlord/Agent reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance.

44. LANDLORD/AGENT’S RIGHT TO ENTER: Landlord/Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlord/Agent, buyers, or Tenants, and to inspect the Premises with a twenty-four (24) hour notice. The Landlord/Agent reserves the right to visit the property every three (3) months to determine any needed maintenance or review any issues related to the property and/or its Tenant. Landlord/Agent has the right to enter property more frequently if Landlord/Agent suspects a lease violation. The Landlord/Agent will notify the Tenant in advance of the necessity to visit the property for this purpose. If Landlord/Agent is unable to access property due to unauthorized locks, animals or tenant caused rescheduling, a **\$50 fee** will be assessed to Tenant. During the last thirty (30) days of occupancy, Tenant authorizes Landlord/Agent to inspect the property and place “FOR RENT” sign on the property, and to show the property to perspective Tenants.

45. VEHICLES: Tenant agrees not to park or store a motor home, recreational vehicle, or trailer of any type on the premises. Vehicles must be registered with the Landlord/Agent, have current license plates, and be in operating condition. Junk cars, cars on blocks, non-functional vehicles, or unlicensed vehicles are not permitted on the property. Tenant agrees not to make repairs on the premises, which shall take longer than three days. Any materials generated by the repairs will be considered discarded materials and will immediately be disposed of properly. Any unauthorized vehicles will be towed at owner’s expense. Tenant agrees to park on the premises, in designated areas, only those vehicles listed below:

vehicle
(make/model/color/plate#/expiration)_____

vehicle
(make/model/color/plate#/expiration)_____

46. ABANDONMENT: Abandonment shall have occurred if:

- 1) Without notifying Landlord/Agent, Tenant is absent from the unit for seven (7) days while rent is due and owing, even though Tenant’s possessions (all or part) remain on the Premises;
- 2) Without notifying the Landlord/Agent, Tenant is absent one (1) day while rent is due and owing and the Tenant’s possessions have been removed from the Premises,
- 3) Utilities in tenant’s or Landlord/Agent’s name have been cancelled by tenant.

If Tenant abandons Premises, Landlord/Agent may elect to terminate this agreement and re-enter the premises, without liability for prosecution or owing damages to Tenant, and regain lawful possession thereof, and to exclude Tenant there from. Any property left on the premises shall be considered abandoned and subject to a lien in favor of Landlord/Agent for payment of all sums due, to the maximum extent allowed by law.

47. NUISANCE: The conduct of Tenant, members of their family, guests, invitees, or other occupants shall not be unlawful, disorderly, boisterous, or in any manner create a nuisance, and shall not disturb the rights of the other residents of the neighborhood. In addition, Tenant agrees not to hang clothes, signs, or anything else that would detract from the appearance of the premises, from any fence part of the rental property.

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

48. **LAWS AND REGULATIONS:** Tenant agrees to comply with all laws, regulations, ordinances, and requirements of all municipal, state and federal authorities that are effective during the term of the lease agreement, pertaining to the use of the premises. The Tenants and any guests of the Tenants shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors 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. In addition Tenant must not do anything that increases the Landlord/Agent's insurance premium. If the tenant violates this Agreement in this provision, then the Landlord/Agent has the option to terminate this Agreement.

49. **LEGAL FEES:** In the event the Landlord/Agent shall prevail in any legal action to enforce the terms of this agreement or relating to the demised premises, the Landlord/Agent shall be entitled, to the extent legally available, to recover reasonable legal fees and all costs incurred in connection with such action.

50. **PENALTY, JOINT AND SEVERAL OBLIGATIONS:** The undersigned Tenant (s), whether or not in actual possession of the Premises, are jointly and severally liable for all obligations under this Agreement, and shall indemnify Landlord/Agent for liability arising prior to the termination of the Agreement for personal injuries or property damage, caused or permitted by Tenant (s), their guests, and invitees. This does not waive Landlord/Agent's "duty of care" to prevent personal injury or property damage where that duty is imposed by law.

51. **GROUND FOR TERMINATION OF TENANCY:** Tenant, guests, or invitees failure to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

52. **SAVING CLAUSE:** Should any provision of this agreement be found to be invalid or unenforceable, said provisions are severable. The remainder of this agreement will not be affected thereby and each term and provision herein will be valid and remain in force to the fullest extent permitted by law.

53. **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 be void or voidable, but tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within seven days of the commencement of the term.

54. **DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Landlord/Agent at his option, may terminate all rights of the Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Landlord/Agent may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law, in the event the Landlord/Agent reasonably believes that such abandoned property has no value, it may be discarded, all property on the premises is hereby subject to a lien in favor of the owner for payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by tenant, Landlord/Agent may elect to (A) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (B) at any time, terminate all of tenant's rights hereunder and recover from tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises and including the worth at the time of such termination, or at the time of an award of suit instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

55. **SALE OF PROPERTY OR FORCLOSURE:** (____,____ Initial) Tenant acknowledges that they are responsible for rents if the home goes up for sale. If the home is sold during the term of this lease, the lease will be transferred to the new owner. In no way is a sale grounds for termination of lease. In the case of the home going into **foreclosure**, the tenant is still responsible for all rents due and compliance with

ease terms until their time of vacating the premises. All three-day notices and late charges will still be in effect if the rent becomes delinquent. In the case of a foreclosure, tenant will be required to release appliances to owner upon notice.

56. SALE OF TENANT'S OWNED MOBILE HOME AND APPROVAL OF PROSPECTIVE TENANT (MOBILE HOME PARKS ONLY): Whenever Tenant proposes to sell his/her mobile home, if applicable, to a purchaser who desires to become a resident of the park. Landlord/Agent shall have the right to approve or disapprove the tenancy of the prospective purchaser upon the same basis that Landlord/Agent approves or disapproves any prospective tenant, including, but not limited to a review of the following criteria: income, credit, employment, criminal records and prior rental history. Upon approval of purchase, NEW Tenant must execute and sign a rental agreement, together with a copy of the applicable park rules and regulations, prior to closing a sale or occupancy of the mobile home. As a condition of approval of the prospective Tenant, Landlord/Agent may require such improvement and/or repairs to Tenant's mobile home as may be necessary in order for the home to meet the minimum standards then in effect. Landlord/Agent may unconditionally refuse the tenancy of any purchaser who fails or refuses to comply with the foregoing conditions. Notice of the Landlord/Agent's approval or disapproval of the prospective Tenant shall be given in writing five (5) days of receiving a written application and payment of fees.

57. FAIR HOUSING: In accordance with the law, this property is offered without respect to race, color, religion, sex, familial status, disability, or national origin of Tenant.

58. 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. (____,____ Initial) I/We hereby acknowledge that I/we have been provided with the foregoing disclosure and I/we have read and understand the same. (____,____ Initial) I/We acknowledge the Landlord/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 Dispatch (208)577-3000; Canyon County Sheriff (208)454-7510; Boise Police Department (208)377-6790; Meridian Police Department (208)888-6678; Nampa Police Department (208)465-2257. These numbers are provided as a service and may be subject to change without notice.

59. CC&R'S, ASSOCIATIONS, CITY ORDINANCES: (____,____ Initial) Tenant agrees to comply with all City Ordinances, Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decisions of Landlord/Agent's association or Landlord/Agent, which are at any time posted on the premises or delivered to Tenant. Tenant shall pay any fines or charges imposed by Landlord/Agent's association or a charge in the amount of SEVENTY FIVE & NO/100 DOLLARS (\$75) to cover Landlord/Agent's time and effort to bring the property into compliance.

60. COLLECTIONS: If Tenant owes a balance to Landlord/Agent, Landlord/Agent will send the balance to collections. An additional fee will be added to any collections balance for the cost of collections agency processing. There will also be a \$50.00 Landlord/Agent Processing fee added.

61. TIME: Time is of the essence of this agreement.

62. LEAD BASED PAINT:

____ Initial The property was built after January 1, 1978 and does not require a lead based paint addendum.

____ Initial The property was built prior to 1978 and Tenant is hereby notified that such property may present exposure to lead from lead-based paint that may place young children at risk of develop lead poisoning. The Landlord/Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises.

Tenant acknowledges receipt/review of this page
(____,____ Initial)

___ Initial Tenant Acknowledgement-Tenant has received the pamphlet *Protect Your Family From Lead in Your Home*.

63. MILITARY CLAUSE:

___ Initial The Tenants are NOT members of the military.

___ Initial The Tenants are members of the military and will be released from this agreement if military orders command them to relocate to an assignment where they cannot occupy their current Premises.

64. LOCKS: No additional or substitute locks will be installed on any door without written permission of Landlord/Agent. Landlord/Agent will be given duplicate keys for all locks that are installed PRIOR to installation, at Tenant's expense.

65. KEYS: Tenant acknowledges receipt of 2 house keys, 0 garage door openers, 0 mailbox keys, 0 pool gate key, other. If Tenant does not furnish the keys and controls upon vacating, Tenant agrees to pay the cost of re-keying the property, and/or the cost of any lost keys or controls furnished to Tenant. **The tenant will be charged daily rent until the keys are returned to the office.**

66. ADDENDUMS AND ATTACHMENTS: This agreement is subject to the terms and conditions set forth in the following checked addenda and attachments, which by this reference are incorporated herein and made part hereof as though fully set forth at length:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Terms and Conditions of Rental Agreement | <input checked="" type="checkbox"/> Move In-Out Condition Report checklist |
| <input checked="" type="checkbox"/> Mold Agreement | <input type="checkbox"/> Resident Condition Survey/Acceptance |
| <input checked="" type="checkbox"/> Security Deposit Addendum | <input checked="" type="checkbox"/> Assignment/Release of Responsibility/Sublet |
| <input checked="" type="checkbox"/> Automobile Addendum | <input type="checkbox"/> Reporting Repair-Needed Items |
| <input checked="" type="checkbox"/> Landscaping Addendum | <input checked="" type="checkbox"/> Insurance Addendum |
| <input type="checkbox"/> Animal Addendum | <input checked="" type="checkbox"/> Disclosure of Lead-Based Paint |
| <input type="checkbox"/> Roommate Addendum | <input checked="" type="checkbox"/> Park Rules & Regulations |
| <input type="checkbox"/> Inventory Addendum | _____ |
| <input type="checkbox"/> Resident Handbook | _____ |

ADDITIONAL AGREEMENTS: (, Initial) _____

67. OTHER: _____

68. INTERPRETATION OF THIS MONTHLY RENTAL AGREEMENT:

___ Initial I do not need an interpreter and can understand this Agreement in its entirety.

___ Initial Le aconsejamos que está en su mejor interés de tener un traductor, traducir el arrendamiento para usted.

___ Initial I have provided an interpreter for renting the property and interpreting this Agreement

Tenant acknowledges receipt/review of this page
(, Initial)

My interpreter's name is: _____,
Address: _____

The undersigned hereby acknowledge they have read all the provisions of this agreement, understand and agree to all such provisions, and accept the obligations hereunder imposed.

<u>Emergency Contact</u>	<u>Relationship</u>	<u>Phone</u>
--------------------------	---------------------	--------------

_____	_____	_____
Tenant - date		

_____	_____	_____
Tenant - date		

_____	_____	_____
Landlord/Agent - date		
Law Property Management		

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

RENTAL AGREEMENT ADDENDUM
Law Property Management

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. TENANT'S AGREEMENTS:

- a. Tenant shall maintain the rented premises in a clean and orderly condition, and at the termination of this tenancy, for any reason, Tenant shall return said premises to Landlord/Agent, including all keys, in as good condition as when received, excluding reasonable wear and tear.
- b. The premises shall be used only for the purposes of a single family dwelling unit, and no livestock shall be kept thereon unless expressly stated in the attached instrument. Tenants shall make no unlawful uses of the premises, nor shall any nuisance or any dangerous activities or use carried on which will or can adversely affect fire insurance ratings or constitute any hazard to the premises.
- c. If utilities are furnished, or to the extent utilities are furnished, Tenant agrees to conserve the same. Should Tenant's usage be excessive in the opinion of the Landlord/Agent, Landlord/Agent reserves the right to make an extra charge for such excessive use.
- d. If utilities essential to the heating of the premises are not furnished, Tenant agrees to provide said utilities and to pay promptly all charges which shall be made by the utility company furnishing the same. If Tenant is responsible for providing heating, Tenant expressly assumes the risk of loss or damage to the premises, and shall pay for all such loss or damage caused by any freezing which results from Tenant's failure to provide proper heating or any shut off of utilities due to nonpayment of bills by Tenant. Tenant agrees to transfer required utilities into their name prior to or at the latest, at the time of occupying the rental or a \$45 billing fee, per utility account and per billing, will be charged by LPM.
- e. Upon vacating the premises, Tenant shall make sure that all light bulbs are operable.
- f. If Tenant leaves the premises in a condition contrary to the requirements of this agreement at the termination hereof, Tenant agrees to pay the cost of cleaning or repairs necessary to correct such condition, and agrees that the security deposit paid to Landlord/Agent may be applied to such purpose to the extent necessary and will pay all and any charges that exceed the security deposit immediately. If Tenant is unable to pay these fees, Tenant agrees to set up a payment arrangement with Landlord/Agent within 10 days. Tenant further agrees to be responsible for Landlord/Agent's loss of rental income during any period, which is reasonably required to perform such cleaning or repairs, and agrees that the security deposit paid to Landlord/Agent may also be applied toward the same.
- g. If the rented premise is an apartment or mobile home/trailer/RV, Tenant agrees not to play any musical instruments, radio, television, or other electronic devices set loud enough to be heard by the other tenants during the hours before 8:00 A.M. or after 10:00 P.M. No washing machines may be installed in an apartment premises without Landlord/Agent's prior permission. No outdoor radio or television antennae of any kind may be installed in or about apartment or mobile home/trailer/RV premises.
- h. Tenant shall not post any signs or advertising material at any location in or upon the rented premises.
- i. If any inventory of personal property (Landlord/agent's) is attached to this agreement, Tenant agrees that all of such property is present upon the premises and is in good state of repair and that the apartment is in clean condition, except to such extent that Tenant may advise Landlord/Agent within (7) days after taking possession of the premises.
- j. Tenant agrees to drive no tacks, nails or screws into the woodwork of the rented premises. Tenant agrees not to drive large nails, screws or molly bolts in the walls of the rented premises. Tenant also agrees not to install any ceiling hooks in the rented premises. **If the rented premise has ceiling cable heat, Tenant agrees to never drive any nails, screws, tacks or any object into the ceiling of the rented premises.**
- k. Smoking within the dwelling and structures of the property is specifically prohibited. Smoking related damages are considered in excess of normal wear and tear. Smoking damages of any magnitude will

require complete painting, blind cleaning and thorough surface cleaning. All costs associated with smoking damage shall be the responsibility of the Tenant.

1. If the rented premise is an apartment or mobile home/trailer/RV, Tenant agrees to abide by such reasonable rules and regulations as Landlord/Agent may from time to time establish for all Tenants of such apartment building or trailer park.
2. **CONDITION REPORT.** Tenant agrees that Landlord/Agent may enter upon the premises at reasonable times and intervals to survey, repair, and maintain the same, or to show the property to any prospective buyer, or any loan or insurance agent. After notice of termination of this tenancy has been given by either party, or during the last 30 days of any lease term herein provided, Landlord/Agent may show the premises to any prospective Tenant.
3. **DEFAULT BY TENANT.** In the event of Tenant's default in payment of rent, a breach of any of the other term or condition of this agreement, this agreement and Tenant's tenancy hereunder may be terminated upon 3 days notice, in writing, given by Landlord/Agent to Tenant. Tenant shall, by the end of the third day following such notice, either deliver up possession to Landlord/Agent or, correct the matter in default. Should Landlord/Agent be compelled to institute a legal action to recover possession of the premises by reason of nonpayment of rent by Tenant and should Tenant tender payment of rent after commencement of such legal action, Landlord/Agent shall not be required to accept such payments unless tenant pays the entire rent in default plus all actual attorney's fees, court costs, and service fees incurred by Landlord/Agent in said legal action up to said time. Any acceptance by Landlord/Agent of a sum less than the amount: a) shall be totally at Landlord/Agent's option and such payment shall be applied first to attorney's fees, court costs, and service fees incurred by Landlord/Agent in said legal action, then to rent; and b) shall not operate to stay said legal proceeding or as any waiver of Agent's right to possession of the premises (e.g. Landlord/Agent need not abandon any eviction lawsuit, if less than the full aforementioned sum is paid).
4. **DRUG FREE HOUSING.** The Tenant or any member of Tenant's household or any guest of Tenant shall not participate in criminal activity, including illegal drug use, sale, manufacture, distribution, or other criminal activity, on or near the premises. Evidence of criminal activity such as illegal drug use, sale, manufacture, distribution, or acts of violence or threats of violence, will result in the immediate termination of Tenant's tenancy. Immediate legal action to recover possession of the property will commence against the Tenant. Tenants shall be liable for all attorney fees, court costs and service fees incurred by Landlord/Agent.
5. **FALSE INFORMATION.** The Landlord/Agent entered into a tenancy with the Tenant by relying on the information contained in the "Residential Rental Application" that was supplied by Tenant. If misrepresentations are found after the tenancy is established, the rental agreement will be terminated.
6. **NOTICES.** Notwithstanding any contrary provision of statute, law, or custom, all notices of default, notices of termination, or other notices hereunder shall be given as herein provided. All notices shall be in writing. Notices to Landlord/Agent shall be deemed given when delivered personally to Landlord/Agent, or the person in charge of Landlord/Agent's office at the address herein stated at which rent should be paid. All notices to Tenant may be served as provided by law, or at Landlord/Agent's option, may be given by depositing the same in the United States Mail, postage fully prepaid, addressed to Tenant at the post office address of the rented premises. Mailed notices shall be deemed given on the date following the date of mailing of the same, and Landlord/Agent shall not be required to prove delivery to Tenant. The parties agree that service by mail as aforesaid shall in all respect be the equivalent of, and in full satisfaction of, the service requirements of the Forcible Entry and Unlawful Detainer statutes of the State of Idaho. If the husband and wife occupy the premises, each spouse appoints the other as his or her agent for purposes of receiving notices hereunder. If more than one person, not husband and wife occupy the premises, as co-tenants, each such co-tenant appoints the other as his or her agent for the purpose of receiving notices hereunder.
7. **ATTORNEY FEES AND COURT COSTS.** If Tenant defaults in the performance of any obligation under this Lease, Tenant shall pay, in addition to any other sums owed, Landlord/Agent's reasonable attorney's fees and other costs related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by Landlord/Agent to enforce Tenant's obligations under this Lease, whether or not the Lease is terminated and whether or not Landlord/Agent files a formal lawsuit, action, or proceeding in court. Landlord/Agent and Tenant expressly contract that if it becomes necessary for Landlord/Agent to commence a legal action to recover possession of the premises by reason of nonpayment or other breach of this agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees (not to exceed

\$850.00) incurred by Landlord/Agent in bringing such action to recover possession, and agrees that the Court may award such attorney's fees as costs in such legal action.

8. SECURITY DEPOSIT. Any security deposit paid by the Tenant shall be held by Landlord/Agent and shall be returned to Tenant at the termination of this Rental Agreement, unless Tenant be in default or breach hereof, in which case the security deposit is forfeited. Security deposit shall be first applied toward Landlord/Agent's costs and damages (including unpaid rent), and any balance remaining shall be returned to Tenant within 30 days after the premises have been vacated by all Tenants and keys returned to Landlord/Agent. Under no circumstance shall Tenant apply such security deposit in payment of the last month's rent. Upon vacating unit, it will be inspected and, if necessary, repaired and cleaned by Landlord/Agent. A reasonable charge will be made for repair of any damage beyond that of reasonable wear and tear due, and for cleaning and carpet cleaning.
9. SEVERABILITY. If any provision hereof shall be held by any Court to be unlawful, all of the remaining provisions of this agreement shall remain in full force and effect. Any provision hereof which is contrary to the Uniform Consumer Credit Code of the State of Idaho shall be deemed deleted here from and shall have no force and effect, but all of the remaining provisions hereof shall be effective.
10. ASSIGNMENT/RELEASE OF LIABILITY/SUBLEASE. Any Tenant shall not assign this agreement, nor be relieved of responsibility, nor sublease the premises, or any part thereof, without the prior written consent of Landlord/Agent.
11. TERMINATION OF MONTH-TO-MONTH TENANCY. The parties expressly agree that, notwithstanding any provision of custom, statute, or law to the contrary, the following shall be the manner of terminating a month-to-month tenancy hereunder except in case of default or breach of this agreement: Either party may terminate a month-to-month tenancy by notice in writing given to the other party not less than 30 days prior to the date on which it is desired to terminate said tenancy. Tenant's liability for payment of rent shall continue until the termination date or the date property possession is delivered to Landlord/Agent whichever is later. If such possession date be other than the last day of a "month" as herein defined, the rental for the fractional portion of the "month" in which the tenancy terminates shall be pro-rated on a daily basis and such rental shall be due and payable on the first day of the "month" in which the termination/possession delivery date occurs.
12. Termination of a month-to-month tenancy during a minimum term period constitutes a breach of this agreement. In the event the Tenant elects to terminate, notice shall be delivered as required above. The Tenant will be liable for the balance of rent, utilities and advertising costs through the last day of the minimum term period or upon re-renting the premises, whichever comes first. In addition, an administrative fee equaling one half of one month's rent or \$100.00, whichever is greater, shall be due Landlord/Agent. This administrative fee must be paid in advance upon delivery of notice of termination. The Landlord/Agent's election to terminate this tenancy prior to the last day of the minimum term period shall constitute a breach of this agreement. Only during the minimum term period, the Landlord/Agent shall give no less than 60-day notice of termination. Said notice must be in writing. In the event of such action the Landlord/Agent agrees to pay the Tenant damages in the amount of one half of one month's rent or \$100.00 whichever is greater. This payment shall be due at the time official notice is delivered upon the Tenant.
13. VACATING WITHOUT PROPER NOTICE. Should Tenant vacate the premises without giving the required 30 day written notice to Landlord/Agent:
 - a. Tenant shall be liable to Landlord/Agent for rent of premises, until premises are rented to an acceptable new Tenant. Landlord/Agent will actively market the property for rent to minimize this liability. Landlord/Agent shall, however, not hold Tenant liable for rent for any period during which the premises have been re-rented and the new Tenant is actually paying Landlord/Agent rent.
 - b. Tenant shall be responsible for all damages resulting from theft or any utilities shut off (including but not limited to frozen or burst water pipes) until such time as the Landlord/Agent becomes aware of the vacated premises and makes appropriate arrangements for necessary utility services.
14. PAINTING. Tenant shall not paint any of the premises except upon Landlord/Agent's prior consent, and upon such conditions as Landlord/Agent may impose in connection with such consent. Should tenant; after beginning an approved painting project, vacate the premises before finishing the painting and should Tenant leave any room or adjoining surface between rooms partially completed, after having originally agreed to paint said entire room or adjoining surface, Tenant shall be liable to Landlord/Agent for Landlord/Agent's expenses in finishing or having finished said painting project.

15. **LOST OR STOLEN PROPERTY.** Landlord/Agent shall not be responsible for any of 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.
16. **SECURITY INTEREST OF LANDLORD/AGENT.** Tenant hereby grants to Landlord/Agent a security interest in all personal property which Tenant may at anytime bring into or upon the rented premises, to secure for full performance by Tenant of all terms and conditions of this agreement, and the payment of all sums which may at anytime be due to Landlord/Agent hereunder, and agrees that in the event of default by Tenant, Landlord/Agent may enforce such security interest in the manner provided by law.
17. **FORBEARANCE NOT A WAIVER.** Any forbearance by Landlord/Agent or failure by Landlord/Agent to strictly enforce all of the terms and conditions of this agreement shall not under any circumstances be construed as a waiver of Landlord/Agent's right to strictly enforce all of such terms and conditions in the event of any further, continued, or additional default by Tenant.
18. **ADDITIONAL AGREEMENTS.**
 - a. Tenant will be responsible for puncturing refrigerator cooling element caused by sharp instruments during defrosting and will have to repair or replace the refrigerator;
 - b. Tenant will be responsible, upon vacating, for rent until all personal property is removed from the premises keys are returned to the office;
 - c. Tenant will be responsible for damage caused to the premises by negligent overflow of water;
 - d. Tenant will be responsible for all damages, including water damage, caused Tenant owned appliances;
 - e. Tenant will be charged for replacement of lost keys and garage door opener controls;
 - f. Tenant may not contract for any repairs of maintenance to the premises without written permission of the Landlord/Agent'
 - g. Tenant agrees not to use tablet toilet bowl cleaners inside the toilet tank;
 - f. Tenant agrees to keep his own sidewalk and driveway free of ice and snow when such is a pedestrian hazard;
 - g. Tenant agrees to pay \$50 plus \$10 per day additional late charge if rent is paid after the 1st of the month;
 - h. Tenant, upon vacating, shall not leave trash on the premises. Further, upon vacating, Tenant shall not fill dumpster(s) located on premises or leave excess garbage in or around the premises; a minimum of \$75 dump fee shall be charged against Tenant's security deposit for noncompliance.
 - i. Landlord/Agent shall complete a Move In-Out Condition Report for Lots Only without charge, however, Tenant agrees to allow inspection fee for each subsequent time Landlord/Agent visits the property in the completion of Tenant responsible exterior repairs or approved exterior modifications.
 - j. Tenant agrees to pay Landlord/Agent for any Tenant responsible park repairs completed by Landlord/Agent at the termination of this tenancy.
19. **ADDITIONAL TENANTS.** No additional adult persons shall occupy the premises as a temporary or permanent place of residence except with the prior consent of Landlord/Agent, and if such consent is given, such additional persons shall sign and agree to be bound by the Rental Agreement to which these Terms and Conditions are attached.
20. **AGREEMENT BINDING ON HEIRS, ETC.** This agreement shall insure to the benefit of, and be binding upon, the heirs, Personal Representatives, successors and assigns of all parties hereto.
21. **OWNER/LESSOR or LANDLORD/AGENT** is not responsible for tenant's contents. Tenant agrees to keep his contents insured against all damages. (Waiver of subrogation).
22. **OWNER/LESSOR AND TENANT** agree that fire detectors when present at initial occupancy are in proper working order, and henceforth tenant agrees to keep electricity provided to the smoke and fire detector either through battery or electrical utility provider.
23. **THAT EACH PERSON** signing agreement shall be equally responsible for rent.

Tenant has read, understands, and agrees to these Terms and Conditions. (____, ____ Initial)

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

RENTAL AGREEMENT ADDENDUM

Law Property Management

MOLD

Mold is a topic that concerns everyone in the real estate rental industry. The consequences of Mold in an occupied rental property are not known, however the concerns that cause Mold to be suspect must be dealt with in a serious and professional manner.

RESIDENT RESPONSIBILITY. To minimize the occurrence and growth of mold in the Rented Premises, the Resident(s) hereby agree to the following:

1. **Window Condensation.** Resident(s) shall immediately and continuously remove any visible moisture accumulation and mold buildup on windows, sliding glass doors, sills and tracks. *Hint: Keep window coverings (Blinds and Curtains) open to allow air to move across the glass surface.*
2. **Exhaust Fans.** Resident shall consistently use exhaust fans in bathrooms, kitchens and utility rooms. Exhaust fans on automatic timers shall not be tampered with or turned off. Exhaust of moist air is essential in the prevention of moisture accumulation and mold growth. *Hint: Allow exhaust fan to run during and 10 minutes after all showers; Use exhaust fan in utility room while doing laundry.*
3. **Dryer Vents.** Resident shall ensure that the dryer exhaust is properly vented to the outside of the property. The dryer exhaust is a major source of moisture and if allowed to discharge into the dwelling will cause mold and other potential damage.
4. **Heat Registers.** Resident shall not close off heat registers or prevent airflow in any area of a residence. Furniture shall not restrict the flow of air from the heat registers. A cold room is the perfect environment for mold growth.
5. **Furniture and Closets.** Residents shall keep all furniture at least five inches from any wall surface. Furniture placed too close to a wall, especially exterior walls, restrict the air movement on the wall and therefore enhances the possibility of mold growth. Closets are typically not heated and should never be closed off from the heat source. In addition, stacking boxes against the wall and hanging clothes tightly in the closet will cause mold growth.
6. **Foundation Vents.** Resident shall open all foundation vents each spring (month of May) and close all foundation vents each winter (Month of November).
7. **Windows and Ventilation.** Opening windows and doors allows natural ventilation in the dwelling and thus reduces the occurrence of mold. It is recommended that natural ventilation be utilized whenever practical. *Hint: Turn off air conditioning and/or heat during this time to also conserve energy.*
8. **Furnace/Air Conditioner Filter.** Residents shall change and/or clean furnace filters at least once every two months. Clean furnace filters will reduce the amount of dust in the premises thereby eliminating an important food source for mold.
9. **Cleanliness.** Residents shall clean and dust the Rented Premises regularly, and shall keep the Premises, particularly the kitchen and bath(s) clean.
10. **Furniture and Clothes.** Furniture, clothes and personal items can be contaminated by mold spores. Resident agrees that the Rented Premises is without mold at time of moving in. If furniture or clothes are infested and resident brings these items into the Rented Premises, then Resident is responsible for all repairs and restoration of Rented Premises to remove the mold. Cleaning the furniture cannot ensure the complete removal of mold. Such items as couches and mattresses must be specially treated for mold in order to completely remove mold. With such items as bed pillows, throw pillows, and stuffed animals, however, it may be more cost effective to dispose of the items than to treat them.
11. **Notification of Management.** Residents shall promptly notify management in writing of the presence of the following conditions:
 - a. A water leak, excessive moisture, or standing water inside the Rented Premises.
 - b. A water leak, excessive moisture, or standing water in any community common area.
 - c. Mold growth in or on the Rented Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew remover, or Clorox, or in combination with the use of water and soap.
 - d. A malfunction in any part of the plumbing, heating, air conditioning, or ventilation systems in the Rented Premises.
12. **Liability.** Residents shall be liable to Landlord/Agent for damages sustained to the Rented Premises or to resident's person or property as a result of resident's failure to comply with the terms of this addendum.
13. **Violation of Addendum.** Violation of this Addendum shall be deemed a material violation under the terms of the Rental Agreement, Agent shall be entitled to exercise all lawful rights and remedies it possesses against resident.
14. **Addendum Supersedes Rental Agreement.** In case of a conflict between the provisions of this Addendum and any other provision so the Rental Agreement, the provisions of this Addendum shall govern. This RENTAL AGREEMENT ADDENDUM ON MOLD is incorporated into the Rental Agreement executed or renewed on between Landlord/Agent and Resident.

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

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RENTAL AGREEMENT ADDENDUM

Law Property Management

SECURITY DEPOSIT

RIGHT TO PRE-MOVE OUT CONDITION REPORT/SURVEY AND REPAIRS AS FOLLOWS: After giving or receiving notice of termination of a tenancy, or before the end of the lease, Tenant has the right to request a Walk-Through of the property to take place prior to termination of occupancy. If you request a walk-through, there is a \$50.00 charge for the condition survey. This survey is to give the Tenant the opportunity to correct deficiencies prior to vacating. Any repairs to be done to the property shall comply with applicable law. Repairs that require a license are to be performed by professionals with the proper licenses and insurance, with Landlord/Agent approval and at no cost to the Owner. Receipts must accompany repaired items. Repairs must be as good or better quality than received. Payment is due at time of condition survey with certified funds.

Landlord/Agent will perform a move-out condition report *after* Tenant has **completely** vacated the premises. Vacated means that **all personal belongings have been removed** from the interior and exterior of the premises, all repairs and cleaning is complete, and all keys have been personally delivered to Landlord/Agent. Leaving keys in the premises **is not sufficient**. **Gas, electricity and water must be on**. Tenant acknowledges that Law Property Management will charge Tenant a daily fee until the keys are brought into the office.

Landlord/Agent will give tenant 48 hours prior notice of the final walk-through so the Tenant may be present. When Tenant turns in the keys, Tenant is returning the Rented Premises in as-is condition. By returning the keys, Tenant is accepting that they have done all the cleaning and made all repairs that they are going to do.

The security deposit may not be used for payment of last month's rent. Should the Tenant fail to pay last month's rent, Landlord/Agent will serve a *3-Day Notice to Pay Rent or Surrender Possession* and charge notice service fee plus Tenant will be subject to late charges, court costs and all other collection fees.

The security deposit will be made payable to ALL signers of the Rental Agreement, original and subsequent add-ons, unless otherwise instructed by personally delivered written instructions from the party relinquishing his/her right to the deposit, no exceptions. No part of the security deposit will be returned until all tenants have vacated the Premises. Security deposit will be returned no later than thirty (30) days after all Tenants have vacated the Premises, and all keys delivered to Landlord/Agent.

In the event Tenant vacates the property prior to the end of the lease or minimum term, no security deposit will be refunded. As per your lease, early termination or breaking the lease results in forfeiture of the security deposit. Early termination charge and breaking lease fees shall apply.

In a situation where an Owner terminates the Landlord/Agent contract, Landlord/Agent will deliver the security deposit to the Owner or Owner's new Agent within 60 days, net all assessments and late charges owed Landlord/Agent by Tenant. Landlord/Agent will deliver an itemized accounting of the portion of the security deposit withheld. Upon official notice of Landlord/Agent termination, Tenant agrees to hold Law Property Management harmless for the return of the security deposit; Tenant will address the Owner or Owner's new Agent on all matters regarding the security deposit.

Return of the security deposit is subject to the following conditions:

1. Landlord/Agent has received a written 30-day Notice of Intent to Vacate. The thirty (30) days commence upon Landlord/Agent's receipt of the written notice. Should Tenant vacate before the end of the 30-day period, rent will still be charged for the full 30 days, late fees may be applied.
2. Vacating Rented Premises by all occupants.
3. Providing Landlord/Agent with the forwarding addresses of all Tenants.

Tenant agrees to pay for:

1. Cleaning. The entire dwelling must be clean, including but not limited to: appliances, closets and cupboards.
2. Carpet Cleaning. Tenant agrees that Landlord/Agent will take the carpet cleaning out of the security deposit. **Dirt in carpet or elsewhere is not normal wear and tear.**
3. **Smoke damage** to any part of the premises. Tar and nicotine deposits may require cleaning of all surfaces and/or painting of all interior wall and ceiling surfaces.
4. Landscape clean-up. Landscaping should be in good condition and lawn mowed within 3 days of delivering possession to Landlord/Agent; shrubs should be trimmed, flower beds weeded, leaves should be picked up.
5. Damage to surfaces, such as, gouges, dents, pencil/crayon marks and kitchen grease. Damages done to premises, including but not limited to wrong wattage light bulbs, scratches, burns, holes in walls
6. Removal of debris, rubbish, and garbage from the property. Removal of abandoned personal belongings.
7. Failure to return Owner's or Landlord/Agent's personal property as documented in this agreement or rental lease.
8. Outstanding rents, late charges, returned check charges, maintenance charges and utility charges.

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

RENTAL AGREEMENT ADDENDUM

Law Property Management

SECURITY DEPOSIT (continued)

If the security deposit does not cover any and all damages, tenant(s) will have ten days from the date of lease termination or vacancy to contact Landlord/Agent to make restitution. Landlord/Agent may hire a collection agency or go to court to collect money owed. The fees for the collection costs will be added on to the amount still owed to Landlord/Agent.

Tenant hereby acknowledges receipt of the "Move In-Out Condition Report" checklist. At the conclusion of this tenancy, Tenant agrees to restore the dwelling and property to its condition at the commencement of this tenancy, less normal wear and tear.

"Move In-Out Condition Report" checklist, Tenant has inspected the premises and hereby agrees that the premise is clean and in good order and repair. If anything is in need of repair or correction, Tenant agrees to give written notice of such to Landlord/Agent within three days of taking possession of the premises, so as not to be liable for said repairs.

Key points from Idaho Landlord/Tenant Guidelines:

1. The landlord has 21 days to return the tenant's entire deposit or a partial refund and a written statement listing the amounts deducted from the deposit and how the deductions were spent. The 21-day period can be shortened or extended by an agreement between the tenant and landlord, but it may not be longer than 30 days. (Lease signed by tenant states 30 days).
2. The landlord may use the deposit for reasons designated in the lease, such as cleaning or repairs necessary to restore the rental to its condition at the beginning of the tenancy. However, landlords may not use the deposit to pay for ordinary wear and tear resulting from a tenant's normal living activities. (Lease signed by tenant describes various situations where cleaning and repairs are deducted from deposits).
3. If a tenant fails to give proper notice and terminates the lease early, the landlord may use the tenant's security deposit to cover the landlord's actual expenses in re-renting the property. (Lease signed by tenant states requirements for proper notice).

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

RENTAL AGREEMENT ADDENDUM

Law Property Management

AUTOMOBILES

Automobiles:

1. Only minor routine maintenance shall be performed on the property, such as vehicle washing or changing oil. Major repairs, such as engine, transmission, body or brake work is prohibited.
2. Vehicles shall not be parked, repaired or washed on the lawn or parked beside driveways.
3. At no time shall any vehicle or recreational vehicle be parked on the lawn or unauthorized areas.
4. Each premise is allowed two operational vehicles per premises unless otherwise stated. Additional vehicle parking may be approved by Landlord/Agent and Tenant agrees to pay \$50 per month per vehicle.
5. Vehicles leaking fluids (oil, brake fluid, transmission fluid, and gasoline) shall be repaired or removed from the premises.
6. Tenant agrees to pay for towing of any vehicle that is in violation of this agreement.
7. Vehicles parked in violation of this agreement may be towed at Landlord/Agent's discretion and Tenant agrees to pay for towing.
8. Vehicles must be operational (no flat tires, broken windows, expired registrations or raised on jacks).
9. Vehicles that are unregistered/expired registration will not be parked on or beside driveways.
10. Any violation of this agreement may result in termination of tenancy.

Automobile No. 1:

Make: _____ Model: _____ Yr: _____ Color: _____ License#: _____

Automobile No.2:

Make: _____ Model: _____ Yr: _____ Color: _____ License#: _____

Automobile No.3:

Make: _____ Model: _____ Yr: _____ Color: _____ License#: _____

Automobile No.4:

Make: _____ Model: _____ Yr: _____ Color: _____ License#: _____

RENTAL AGREEMENT ADDENDUM

Law Property Management

LANDSCAPE MAINTENANCE

The Landlord/Agent is providing the checked items only:

_____ Front Yard Mowing _____ Back Yard Mowing _____ Trees and Large Shrubs
_____ Small shrub trimming _____ Sprinkler Turn-on
(5 feet or less)

In the event Landlord/Agent provides landscaping services, it still remains the Tenant's responsibility to report problems, including missed days and unsatisfactory service by landscape contractor.

Tenant agrees to be responsible for the care of the landscaping. "Landscaping" refers to lawn, small shrubs, and decorative areas such as areas covered with rock. "Care" includes: water, mowing, and fertilizing grass; trimming shrubbery; and keeping decorative areas clear of weeds and rubbish as necessary to maintain a neat appearance.

Mowing: Mowing should be done at least once weekly during growing season and less frequently during non-growing season. Mowing at longer interval harms the grass and allows weeds to infiltrate the grass areas.

Watering: Watering should be adjusted according to the conditions that exist during the time of the year; less during the spring, more during the heat of summer. Watering during the early morning hours increases the efficiency of watering by decreasing the effects of evaporation.

Fertilizing: Tenant agrees to fertilize using a "Weed and Feed" type fertilizer periodically throughout the year. It is recommended that fertilizer be applied in the early spring, midsummer and late fall.

Sprinkler System: It is your responsibility to clean and adjust sprinkler timers, heads and risers, and to repair broken sprinkler heads, no matter what the circumstances of breakage. Sprinkler heads and risers last indefinitely unless struck by mowers, stepped on, or driven on. Hardware stores such as Home Depot are very helpful with sprinkler problems. If the sprinkler system does not cover the entire yard, Tenant agrees to water the uncovered portion with a hose and sprinkler.

Sprinkler Turn-on: LPM will have the sprinkler system turned on and tested at the beginning of the watering season, usually in May. Tenant will be notified to turn on the timer. LPM will bill Owner for this service.

Sprinkler Winterization: LPM contracts with a professional landscaping company that will perform the sprinkler system winterization, usually around October. Due to warranty issues, LPM will not allow Tenants to perform this. Tenant will be billed for this service.

Tools: Tenant agrees to supply all necessary tools and machinery required to properly maintain the yard. Unavailability of a lawn mower is not an acceptable reason for not mowing.

Low Maintenance Landscaping: If the premises contain bark, rock or other "low maintenance" landscaping, it is your responsibility to keep these areas clear of weeds and debris (such as paper and cans). Bark and rock used in landscaping must not be disturbed.

Vacant Properties: In the event the premise has been vacant prior to occupancy; the grass may vary or be slightly long. You are still responsible for regular watering and mowing. Dry grass will turn green with watering. "It was brown when I moved in" is not a reason for not watering.

Weeds: Nearly all rental properties have weeds in the lawn and other areas. The Tenant agrees to control the growth and spread of weeds around the entire property.

Gravel areas: All gravel areas need to remain weed free. Tenant agrees to weed and/or use a weed killing product like Weed-be-gone or Roundup to kill weeds.

Changes: The landscaping will not be changed in any significant way without the written permission of Landlord/Agent. Should you make a major change without written permission, you may be held responsible for the cost of installing new landscaping if not accepted by Landlord/Agent.

Neglected Landscaping: We do inspect all properties. If you are not maintaining your landscaping, you will receive a notice from Landlord/Agent. If the problem stated in the notice is not corrected, a landscaper will be hired at your expense to correct issues, or in severe cases, you may be asked to move.

Condition Reporting and Posting the Property: A LPM staff person will perform drive by surveys. This is to ensure that lawns and the exterior of the property are being properly cared for by the resident. **A \$50 posting fee** shall be charged to cover the cost of labor, gas, and vehicle wear and tear to post the following notices:

- Yard care neglect i.e. lack of water, weeding, mowing, or pruning; Accumulation of personal items that need to be removed or stored out of sight; There is an RV or an unlicensed or inoperative vehicle on the property; Unauthorized animal; And any other Care Violation which may include unsanitary conditions, negligence or neglect, damage outside of normal wear and tear, and/or an unsightly accumulation of junk.
- Don't Know What to Do? Questions regarding landscaping can be answered by local nurseries.

Tenant acknowledges receipt/review of this page
(____,____) Initial)

RENTAL AGREEMENT ADDENDUM

Law Property Management

INSURANCE

Insurance responsibilities between Owner, Landlord/Agent and Tenant are only done according to State Legislation and the courts.

The owner of the property you are renting, does not insure Tenant's personal property. If you live in a condominium, the homeowner's association does not insure your personal property. Generally, except under special circumstances, the Owner or Owner's Agent is not legally responsible for losses to the Tenant's personal property or for temporary housing in the event the property becomes uninhabitable due to fire or flood.

Tenant agrees to accept financial responsibility for any loss or damage to personal property of Tenants and their guests and invitees caused by theft, fire or any other cause.

Tenant agrees to save and hold Owner and Agent harmless from any claim for damages to Tenant's personal property arising from any cause, including leakage from breaking pipes, loss of perishable foods or cost of fire extinguishing efforts.

Tenant shall indemnify Owner and Agent from liability arising from personal injuries or property damage caused by Tenants, their guests and invitees.

Following is a non-inclusive list of examples of possible costly misfortunes for which you could be held responsible:

1. A candle topples and starts a fire.
2. A refrigerator that stops operating by going out, not freezing or freezing interior foods and all perishable foods are damaged.
3. A grease or electrical fire burns your residence, destroying your unit or other units.
4. Your defective electrical extension cord(s) starts a fire, damaging the residence or property, and the personal property of others.
5. A friend or workman is injured while helping you move your appliances or furniture.
6. Someone hired to fix property or equipment, slips on the floor you just mopped.
7. Your locked car is broken into, and your personal property and that of a friend is stolen.
8. A burglar breaks in and steals your valuables.
9. A washing machine hose breaks and floods the property.
10. An electrical fire partially destroys the home, including your belongings.
11. Due to heavy storms, water enters the garage and damages your personal property.
12. Your residence is flooded due to levee breakage.
13. Your car is scratched, dinged or broken into.

If damage or injury to the Owner's property is caused by tenant or Tenant's guests, the Owner's insurance company may have the right to sue the Tenant to recover payments made on behalf or paid to the Owner. This is referred to as "subrogation." In other words, after an insurance company has paid an Owner for damages you caused, the company may go after you for the full amount of money paid.

The cost of renter's insurance is reasonable considering the peace of mind, protection and financial security that insurance provides. Consult with your insurance company to obtain costs of coverage. Also ask about fire, theft, personal liability, workers compensation or animal liability, if applicable. Your signed lease with LPM requires Tenant to provide their own insurance for their possessions (personal property) both inside and outside the Premises including minimum Personal Liability of \$100,000, within **30 days** of signing the lease.

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

POSSIBLE INSURANCE PROVIDERS

Below are some possible insurance providers that other tenants have used. The names of these insurance companies are provided for your convenience.

- **American Family Insurance, Eric Brocksome, Agent.**
1175 E Parkcenter Blvd, Boise, ID 83706
Office: 208.287.3287
Cell: 208.703.1811
Email: ebrocks@amfam.com
- **Farmers Insurance, Justin Ogden, Operations Manager**
8850 W. Emerald St, Ste 104, Boise, ID 83704
Office: 208.465.7711
Cell: 208.830.5594
Email: ogdenj22@gmail.com
- **Idaho Select Insurance LLC**
Tony Ferguson, Principal Agent
3023 East Copper Pointe Drive Ste 104 Meridian, Idaho 83642
Office: 208.473-2406
Cell: 208.869-1176
Email: tony@idselectins.com

RENTAL AGREEMENT ADDENDUM
Law Property Management

ASSIGNMENT/RELEASE OF RESPONSIBILITY/SUBLET

Assignment and/or Release of Responsibility sometimes referred to as “**Tenant Swapping.**” In a tenancy that accommodates single unrelated individuals, all Tenants over the age of 18 must qualify and commit to the terms of the Standard Residential Rental Agreement. Landlord/Agent, at their discretion, may release an individual Tenant from responsibility of the terms of the standard Residential Rental Agreement; however, the following must apply,

1. A full inspection of the property will be conducted by the Property Manager of Agent,
2. All Tenant related maintenance issues noted in the inspection report must be completed, follow-up inspections will result in a re-inspection fee of \$50.00,
3. The remaining Tenants, and any new proposed Tenants, must sign a new Standard Residential Rental Agreement with the minimum term tenancy,
4. The applications of the remaining Tenants must be updated, qualifications must be met,
5. All past due rents, fees, assessments and charges must be paid in full,
6. Additional Move-in Funds, if any, must be paid at completion of new Agreement,
7. No security deposit will be released to the outgoing tenant by Landlord/Agent.

Sublet. ~~Landlord/Agent, at his discretion, may allow a Tenant to sublet the Premises however the following must apply;~~

- ~~1. Sub Tenants must include responsible adults over the age of 18 and must provide a complete application with appropriate fees and documentation to Agent for approval.~~
- ~~2. Landlord/Agent shall have the authority to reject the proposed sub tenancy based on standard acceptance policies, approval shall not be unreasonably withheld,~~
- ~~3. The Tenant and Sub Tenant shall become equally responsible to all terms and conditions of the Standard Residential Rental Agreement, Sub Tenants shall sign an Addendum substantiating that responsibility,~~
- ~~4. A full inspection of the property will be conducted by the Property Manager or Agent,~~
- ~~5. All past due rents, fees, assessments and charges must be paid in full,~~
- ~~6. Additional Move in Funds, if any, must be paid at completion of new Agreement,~~
- ~~7. No security deposit will be released to the Tenant by Landlord/Agent,~~
- ~~8. A Sublet Fee equaling the greater of one half months' rent or \$500 will be due at completion of the new Agreement,~~
- ~~9. If, at some point in the future, the Tenant wishes to terminate his tenancy and the subtenant wishes to remain the sole responsible Tenant the terms and conditions contained above in “Assignment and/or Release of Responsibility” will apply.~~

Tenant acknowledges receipt/review of this page
(,) Initial)

RENTAL AGREEMENT ADDENDUM
Law Property Management

Move-Out Requirements Check-List

Upon Termination of tenancy, it is the Tenant's responsibility to deliver the premises in a clean and well maintained condition, less normal wear and tear. This checklist is provided to aid Tenant in preparing premises in order to maximize the return of the security deposit. This list is only for your convenience, however, as there may be items not mentioned that are necessary conditions for a satisfactory move out.

Rent Proration:

Your 30-day written notice was received on the _____ day of _____, 20____, with an anticipated move-out date of _____, therefore the prorated rent due is \$_____. This rent amount is due on or before the first day of _____, 20____ and may not be deducted from the security deposit. Further, this rent shall be subject to late charges if not paid per the terms of the Rental Agreement.

Carpets:

Do not clean carpets. Law Property Management. (LPM) will arrange for professional carpet cleaning and deduct the appropriate charge from your security deposit. See the Rental Agreement for details. (Note: The carpet-cleaning fee on your Rental Agreement is only an *estimate*; the actual charge may vary.)

General Detailed Cleaning:

1. ___ **Windows:** Wash all windows, tracks and screens. (Inside and outside)
2. ___ **Light fixtures:** clean globes, outlet covers and replace light bulbs.
3. ___ **Cabinets:** clean kitchen and bathroom cabinet faces, shelves, drawers and counter tops.
4. ___ **Bathrooms:** clean sinks, showers, toilets, bathtubs and faucets (including hard water stains).
5. ___ **Appliances**
 - a. **Refrigerator/Freezer (defrost):** inside and out, clean underneath, and behind.
 - b. **Stove/Oven/Range Hood:** burners, clean underneath, and replace drip pans.
 - c. **Dishwasher/Microwave:** inside ledge, face, knobs, etc.
 - d. **Washer/Dryer:** clean underneath, inside lid, empty lint filter, etc.
6. ___ **Baseboards, doors and walls** – wipe clean.
7. ___ **Floors** – sweep and mop, including edges near cabinets.
8. ___ **Blinds/Curtains** – blinds left dirty/dusty are sent out for professional cleaning (\$10+/blind)
9. ___ **Garage/Storage/Patio** – sweep floor, dust, shelves, and clean oil stains from driveway/floor.
10. ___ **Cobwebs** – remove around doors, under eaves, and near ceilings (inside and out).
11. ___ **Trash** – Haul bagged or canned trash to curb. Large items left behind, including at or near dumpsters will be charged against your deposit. (Trash companies do not pick up furniture.)
12. ___ **Personal Property** – Do not leave any personal property at the Premises. Personal property items left behind will be consider abandoned and disposed of at Tenant's expense.

General Maintenance:

1. ___ Change or clean **furnace filter**.
2. ___ Change **Smoke Detector batteries**. (Notify LPM of completion to avoid being charged.)
3. ___ Replace all broken or cracked window glass.
4. ___ Check all drains/disposal for hair, food, etc. and clear.

Tenant acknowledges receipt/review of this page
(____, ____ Initial)

5. **Do not spackle nail holes.** As per Rental Agreement, large nails, molly bolts, anchors or excessive nail holes of any size are not allowed; this will facilitate repair and painting of any wall damage, which may be charged against your deposit.
6. **Yard care**– as per Rental Agreement, mow lawn, pull weeds, remove dead plants, and prune within 3 days of move-out.

Specific Charges: Tenant agrees to pay for cleaning, maintenance and damage charges not performed at the termination of tenancy. The following details a partial list of common charges for typical cleaning, maintenance, and damage repairs. Law Property Management will charge an administrative fee in addition to charged maintenance costs, plus \$35.00 inspection fee for each property inspection.

1. General Cleaning: \$32.50 per hour, plus material cost.
2. Window Cleaning: \$7.00 per window, \$75.00 minimum charge.
3. Blind Cleaning: \$12.50 per blind, \$85.00 minimum charge.
4. Furnace Filter Clean/Change: \$32.50 minimum charge.
5. Smoke Detector Batteries: \$9.00 per battery, \$32.50 minimum charge.
6. Paint Touch-up: \$25.00 per wall, \$95.00 minimum charge.
7. Landscape Maintenance: \$40.00 per hour, plus materials. \$100.00 minimum charge.
8. Hauling: \$32.50 per hour, plus dump fees, and materials. \$125.00 minimum charge.
9. Keys and Locks: \$32.50 per hour, \$75.00 minimum charge.
10. Garage Door Controls: \$45.00 per controller replaced.
11. Carpet Damage: Actual cost of replacement for the room affected.
12. Vinyl Damage: Actual cost of replacement for the room affected.
13. Broken Windows: Actual cost of replacement.
14. Plugged Drains: Actual cost of clearing drain, \$100.00 minimum charge.

Other Requirements/Information:

1. **Forwarding address** – No deposit refund will be delivered without complete forwarding address information; deposit refund checks are written to all persons listed on the Rental Agreement.
2. **Keys** – All keys must be returned to the LPM office. Rent obligation and possession of the dwelling continues until keys are surrendered. A re-keying charge will be charged if the keys are not returned timely. Leave garage remote controls on the kitchen counter of the property.
3. **Charges Against Deposit** – All charges against deposits for repairs and cleaning will be subject to a 10% surcharge.
4. **Right to Show Property** – During the last 30 days of the tenancy, LPM may show the property to prospective tenants, with prior notification. If you have changed the locks during your tenancy, please notify and provide LPM with a key to avoid a re-keying charge.
5. **Change in Move-out Date** – LPM must be notified in writing of any change in your moving date. Rent for the extension period must be paid in advance. Re-survey fees will be charged should LPM not be notified of move-out dates and an condition report survey has to be re-scheduled.
6. **Receipts**- If you have replaced or repaired any items in accordance with these requirements, please supply LPM with written notification as well as receipts for purchase of said items. Maintenance performed by the tenant will not be validated without documentation, and may be charged against your security deposit.

Refund of Deposit:

The deposit and a statement of account will be mailed within 30 days of move-out date. Any dispute of LPM’s disposition of deposit must be in writing, signed and dated by the Tenant. Said dispute will be addressed within 30 days of receipt. Items not noted on the Move In-Out Condition Report checklist at the beginning of your tenancy, *will be charged against your deposit, if not corrected or completed.*

Tenant acknowledges receipt/review of this page
 (____,____) Initial)

This checklist has been presented and discussed at the inception of this tenancy.

Date

Tenant

Tenant

Tenant acknowledges receipt/review of this page
(____, ____ Initial)