



## OWNED Mobile Home LEASE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2017, 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):

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. 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) Park Name \_\_\_\_\_ Park

Tenant shall also be responsible but not limited to any advertising, move-specials, utilities bills, etc. caused by early termination.

(\_\_\_\_,\_\_\_\_ 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.

**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.

**2. 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 month's rent. Any non-paid balance will be subject to late fees.

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3. **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.

4. **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.

5. **RENT:** Tenant agrees to pay \$\_\_\_\_\_ per month, in advance, **on or before the first (1<sup>st</sup>)** 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:

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

Or any other 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.

6. **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 third (3<sup>rd</sup>) 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 BE 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,

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despite any endorsement, stipulation, or other statement on any check. The owner may accept any partial 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 or other assessments or violation notices, a Three-Day Notice to Pay 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 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 \$\_\_\_\_\_ and a **\$150 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 \$\_\_\_\_\_ 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, unpaid fees, service fees, or loss of personal property of Landlord/Agent included in lease agreement. 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 lot/premises, as well as damages to Landlord/Agent's personal property, if any. If Tenant does not fulfill this lease they are responsible for advertising, 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 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.

12. **30-DAY NOTICE:** Tenant must submit a written 30-day notice of Tenant's intention to vacate the lot/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 lot occupancy, Tenant agrees that Landlord/Agent may place a FOR RENT sign on the lot/property and show such lot/premises to prospective tenants with notice. If tenant does not show the property in a clean, presentable manner during these 30 days a **\$100 fee** will be assessed to Tenant's account.

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13. **MOVE OUT PROCEDURE:** (\_\_\_\_,\_\_\_\_ Initial) Tenant acknowledges that Law Property Management will charge Tenant daily rental fee until all personal possessions are removed from the property. 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 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 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 lot/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: Trash, Water & sewer (Monthly Garden City bill for park will be divided by the number of occupied units. Amount greater than \$70 per unit will be billed additionally to tenants.) . . . 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 1<sup>st</sup> 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. **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).

18. **CONDITION OF PREMISES:** Tenant has inspected the lot premises and hereby agrees that the lot 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 (3) days of occupying ~~taking possession of~~ the lot premises, so as not to be liable for said repairs.

19. **RESIDENTS MOVE IN-OUT SURVEY AND ACCEPTANCE:** (\_\_\_\_,\_\_\_\_ Initial) Tenant has received a "Move In-Out Condition Report for Lots Only" and understands that it is to be filled out upon move-in. Tenant agrees to return the **"Move In-Out Condition Report for Lots Only" 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 lot as-is and may be responsible for any damages or cleanup issues.

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

- Keeping the property clean and sanitary.
- 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,

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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 main frozen or broken piping 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.
- Payment of any service calls caused by Tenant's negligence and for extra service calls as a result of failure to keep appointments.
- Maintaining normal insect control.
- Good housekeeping.
- 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 assessed. 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**.

21. **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.

22. **CONDITION OF PREMISES:** (\_\_\_\_,\_\_\_\_ Initial) Landlord/Agent shall periodically arrange routine inspections or maintenance of the lot premises which requires access to the lot. If Landlord/Agent is unable to enter the lot due to animals or unauthorized locks, 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 for the inspection or maintenance of the property lot and exterior premises. Tenant is responsible for violation of park rules, in particular as related to condition of exterior premises, trash, and lot appearance.

23. **ANIMALS:** (\_\_\_\_,\_\_\_\_ Initial)  NO ANIMALS ARE PERMITTED;  ANIMALS ARE PERMITTED (SEE ATTACHED ANIMAL ADDENDUM).

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.

24. **ANIMAL AGREEMENT:** (\_\_\_\_,\_\_\_\_ Initial) Tenant agrees to pay an additional \$\_\_\_\_\_ Move-in Fee in consideration for the approval of a animal (see attached Animal 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 a animal occupied property.

25. **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).

26. **ANIMAL REMOVAL:** (\_\_\_\_,\_\_\_\_ Initial) Landlord/Agent may remove an unauthorized animal if reasonable prior written notice (up to 15 days) 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.

27. **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.

28. **INSURANCE:** Tenant is required to provide their own insurance for their possessions 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.

29. **REPAIRS AND MALFUNCTION:** The Mobile Home (MH) park furnishes a waste stub out/connection, water line main/shut off valve, and power pole meter set/electrical power receptacle for each mobile home. All connections to these utilities and the piping or electrical that run from these connection points to the mobile home are the tenant's responsibility. Natural gas or propane (LPG) are not park furnished utilities and are the tenant's responsibility. The installation of propane tanks greater than 5 gallons require prior specific written approval from the park owner and must comply with all local and safety regulations. Tenant(s) responsibility includes the waste piping for the tenant's MH, water piping and heat taping, electrical runs for the MH and other utilities part of and running below the floor of the MH. All service and repairs to utility mains, furnished by the MH park, that fall 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.

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**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. 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.

**30. 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.

**31. 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, everyday 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.

**32. ALTERATIONS:** Tenant must not alter the MH park furnished waste, plumbing, 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.

**33. REPAIRS:** Tenant is responsible and liable for all repairs, replacements, and damages to park owned property, excessive utility bills caused by, or required as a result of, any acts of neglect of Tenant, occupants, invitees, or guests. 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.***

**34. 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.

**35. 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 an 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 is under the responsibility of a Homeowners Association. **This includes mowing, weeding, trimming, watering of landscape,** setting of any automatic timers of sprinklers, and turn on in Spring and blow out in the Fall (Tenant will receive a bill in the spring and fall for sprinkler turn on and 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 care for landscape as required, and disregards notice to correct landscape by Landlord/Agent, then

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Landlord/Agent reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance.

**36. LANDLORD/AGENT'S RIGHT TO ENTER:** Landlord/Agent has the right to enter the Lot ~~Premises~~ area to make necessary repairs, alterations, to show to prospective Landlord/Agent, buyers, or Tenants, and to inspect the Lot ~~Premises~~ with a twenty-four (24) hour notice. The Landlord/Agent reserves the right to visit the Lot ~~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 Lot ~~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 Lot ~~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 Lot ~~property~~ and place "FOR RENT" sign on the property, and to show the property to perspective Tenants.

**37. 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)\_\_\_\_\_

**38. ABANDONMENT:** If Tenant abandons Premises, Landlord/Agent may elect to terminate this agreement and take possession of any abandoned Mobile Home, as allowed by law. Any property also 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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

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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.

**43. GROUNDS 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.

**44. 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.

**45. POSSESSION:** If owner is unable to provide occupancy of the lot 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 lot occupancy possession is available delivered. Tenant may terminate this agreement if lot occupancy is not available possession-is-not-delivered within seven days of the commencement of the term.

**46. 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 vacated 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.

**47. 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.

**48. 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.

**49. 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

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

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.

50. **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.

51. **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.

52. **TIME:** Time is of the essence of this agreement.

53. **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.

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

54. **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.

55. **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.

56 **KEYS:** Tenant acknowledges receipt of 0 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.**

57. **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:

X \_\_\_ Terms and Conditions of Rental Agreement  
X \_\_\_ Mold Agreement

X \_\_\_ Move-Out Requirements Check-List  
\_\_\_ Resident's Inspection and Acceptance

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

- Security Deposit Addendum
- Automobile Addendum
- Landscaping Addendum
- Animal Addendum
- Roommate Addendum
- Inventory Addendum
- Resident Handbook

- Assignment/Release of Responsibility/Sublet
- Reporting Repair-Needed Items
- Insurance Addendum
- Disclosure of Lead-Based Paint
- Park Rules & Regulations
- Move In-Out Inspection Checklist

ADDITIONAL AGREEMENTS: (\_\_\_\_, \_\_\_\_ Initial) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

58. OTHER: (\_\_\_\_, \_\_\_\_ Initial) \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**59. INTERPRETATION OF THIS MONTHLY RENTAL AGREEMENT:**

\_\_\_\_ Initial  I do not need an interpreter and can understand this Agreement in its entirety.  
 \_\_\_\_ Initial  I have provided an interpreter for renting the property and interpreting this Agreement  
 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.

<b>Emergency Contact</b>	<b>Relationship</b>	<b>Phone</b>

\_\_\_\_\_  
 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. 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 be maintained nor any dangerous activities or use carried on which will or can adversely affect fire insurance ratings or constitute any hazard to the premises.
- b. 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.
- c. 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 within at time of occupying the rental or a \$45 billing fee, per utility account, will be charged by Law Property Management.
- d. If Tenant shall leave 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 reasonable required to perform such cleaning or repairs in such event, and agrees that the security deposit paid to Landlord/Agent may also be applied toward the same.
- e. Tenant agrees not to play any musical instruments, radio, or television set loud enough to be heard by the tenants during the hours before 8:00 A.M. or after 10:00 P.M. No outdoor radio or television antennae of any kind may be installed in or about premises.
- f. Tenant shall not post any signs or advertising material at any location in or upon the demised premises.
- g. If any inventory of personal property 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.
- h. If the rented premise is a trailer park, tenant agrees to abide by such reasonable rules and regulations as Landlord/Agent may from time to time establish for all Tenants of such trailer park.

2. **INSPECTION.** Tenant agrees that Landlord/Agent may enter upon the premises at reasonable times and intervals to inspect, 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.

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

3. **DEFAULT BY TENANT.** In the event of Tenant's default in payment of rental, a breach of any of the other terms and conditions of this agreement, this agreement and Tenant's tenancy hereunder may be terminated upon 3 days notice in writing given by Landlord/Agent, or Landlord/Agent's authorized agent, to Tenant. Tenant shall, by the end of the third day following the giving of any 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 rental by Tenant and should Tenant tender payment of rental after commencement of such legal action, Landlord/Agent shall not be required to accept such payments unless tenant pays the entire rental 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 rental; 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 demise 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 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 Landlord/Agent's agent, or the person in charge of Landlord/Agent's office at the address herein stated at which rentals 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 of 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 (Landlord/Agent may commingle the same with other funds) 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 rental), and any balance remaining shall be returned to Tenant within 30 days after the premises have been vacated by all Tenants. 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's agent. A reasonable charge will be made for repair of any damage beyond that of reasonable wear and tear due to passage of time, 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, with each day's rental being 1/30<sup>th</sup> of a month's rental, and such rental shall be due and payable on the first day of the "month" in which the termination/possession delivery date occurs. 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 proper notice termination date or upon re-renting the premises, whichever comes first. Said notice must be delivered in writing.
12. **VACATING WITHOUT PROPER NOTICE.** Should Tenant vacate the premises without giving the required 30 day written notice to Landlord/Agent, 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. Tenant shall be responsible for all damages resulting from theft and from shut off utilities (including but not limited to frozen and/or burst water pipes) until such time as the Landlord/Agent becomes aware of the vacated premises and make appropriate arrangements for necessary utility services.
13. **PAINTING.** Painting of Mobile Home Exterior requires prior written approval and compliance with Park Rules and Regulations.
14. **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.
15. **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.
16. **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.
17. **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
  - 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 by Tenant owned appliances;

- e. Tenant may not contract for any repairs of maintenance to the premises without written permission of the Landlord/Agent'
- 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 1<sup>st</sup> 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.

18. **ADDITIONAL TENANTS.** No additional adult persons shall occupy the premises as a temporary or permanent place of residence except with the consent of Landlord/Agent, and if such consent were given such additional persons shall sign and agree to be bound by the Rental Agreement to which these Terms and Conditions are attached.

19. **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.

20. **OWNER/LESSOR and LANDLORD/AGENT** is not responsible for tenant's contents. Tenant agrees to keep his contents insured against all damages. (Waiver of subrogation).

21. **OWNER/LESSOR AND TENANT** agree that fire detectors when present are in proper working order, and henceforth tenant agrees to keep electricity provided to the smoke and fire detector either through battery or Idaho Power.

22. **THAT EACH PERSON** signing agreement shall be equally responsible for rent.

*Tenant has read, understands, and agrees to these Terms and Conditions.* (\_\_\_\_,\_\_\_\_ Initial)

## RENTAL AGREEMENT ADDENDUM

Law Property Management

### SECURITY DEPOSIT

**RIGHT TO PRE-MOVE OUT INSPECTION 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 an inspection of the property to take place prior to termination of occupancy. If you request an inspection, there is a \$50.00 charge for the inspection. This inspection 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 inspection with certified funds.

Landlord/Agent will perform a move-out inspection *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.**

Landlord/Agent does not do the final inspection with the Tenant. 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 assess 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/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, breaking lease fee shall apply.

In a situation where the Landlord/Agent contract is terminated by the Owner, 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 commences 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 by all occupants.
3. Forwarding addresses of all Tenants.

Tenant agrees to pay for:

1. 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.
2. Removal of debris, rubbish, and garbage from the property. Removal of abandoned personal belongings.
3. Outstanding rents, late charges, returned check charges, maintenance charges and utility charges.

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.

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



## RENTAL AGREEMENT ADDENDUM

Law Property Management

### SECURITY DEPOSIT (continued)

“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.
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:

<input type="checkbox"/> Front Yard Mowing	<input type="checkbox"/> Back Yard Mowing	<input type="checkbox"/> Trees and Large Shrubs
<input type="checkbox"/> Small shrub trimming (5 feet or less)	<input type="checkbox"/> Sprinkler Turn-on	<input type="checkbox"/> Sprinkler Winterization
	<input type="checkbox"/> No items are provided by Landlord/Agent	

***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 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 irrigation 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. Tenant agrees that LPM will bill Tenant 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 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.

**Inspection and Posting the Property:** A LPM staff person will perform drive by inspections. 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 RCV 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.

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## 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.

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## 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](mailto: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: [ogdenij22@gmail.com](mailto:ogdenij22@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](mailto: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.

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## RENTAL AGREEMENT ADDENDUM

Law Property Management, Inc.

### 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 for your convenience, however 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.

#### General Detailed Cleaning:

1. \_\_\_ **Garage/Storage/Patio** – sweep floor, dust, shelves, and clean oil stains from driveway/floor.
2. \_\_\_ **Cobwebs** – remove around doors, under eaves, and near ceilings (outside).
3. \_\_\_ **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.)
4. \_\_\_ **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. \_\_\_ **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. Paint Touch-up: \$25.00 per wall, \$95.00 minimum charge.
4. Landscape Maintenance: \$40.00 per hour, plus materials. \$100.00 minimum charge.
5. Hauling: \$32.50 per hour, plus dump fees, and materials. \$125.00 minimum charge.
6. Keys and Locks: \$32.50 per hour, \$75.00 minimum charge.
7. Garage Door Controls: \$45.00 per controller replaced.
8. Broken Windows: Actual cost of replacement.
9. 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. **Right to Show Property** – During the last 30 days of the tenancy, LPM may show the lot to prospective tenants, with prior notification.

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3. **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-inspection fees will be charged should LPM not be notified of move-out dates and an inspection has to be re-scheduled.
4. **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. 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 Inspection Form at the beginning of your tenancy, *will be charged against your deposit, if not completed.*

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

\_\_\_\_\_

Date

\_\_\_\_\_

Tenant

\_\_\_\_\_

Tenant

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