



120 W. Main Street – Middleton, ID 83644

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IDAHO LEASE - RENTAL AGREEMENT

This AGREEMENT, made this _____ day of _____, 2021 between Spartan Property Management acting as Landlord/Agent for owner for the below named property and all occupants 18 years old and older.

TENANT 1 _____ TENTANT 2 _____

PHONE _____ EMAIL _____

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 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) Minimum Term. The term of the lease shall begin on this _____ day of _____, 2021 and is for a minimum of 1 year(s). After _____, 2022 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 _____, 2022, a \$_____ fee (equal to one month's rent) will be assessed and all deposits will be forfeited to the Landlord/Agent. Tenant shall also be responsible but not limited to any advertising, move-specials, utility bills, etc. caused by early termination. Tenant will also be responsible for remaining rent owing until the end of this lease agreement or until a new tenant occupies the property.

Prorated Rent. (____, ____ Initial) In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period. Rent Collected: As of this _____ day of _____, 2021 Rent and/or Pro-rated rent of \$_____ and \$_____ Deposit was collected from Tenant. A copy of this lease serves as a receipt of the rent and deposit collected.

☐ Filter/Maintenance Agreement – 10.00 per month ☐ Utility W/S/T - \$30.00 per month

2. RENT Rent shall be \$_____ per month, payable in advance, upon the 1st day of each calendar month to Owner or his authorized agent, at the following address: Spartan Property Management, 120 W Main Street, Middleton, ID 83644 Phone number: 208-285-2282 or at such other places Owner may designate. In the event that Owner provides self addressed envelopes and/or payment booklet, it shall be for tenant's convenience only. Prompt payment of rent shall be tenant's responsibility regardless of whether tenant has a supply of envelopes or payment booklet. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when the Tenant signs this lease. Tenant may be required to pay other charges to Owner under the terms of this lease.. They are to be called "additional rent." Added rent charges can result when Owner or his agent must pay for any expenses which are the tenant's responsibilities under the terms of the lease. Late charges, attorney's fees and any expenses related to the enforcement of this lease shall be classified as "additional rent." This additional rent is payable as rent, together with the next monthly rent due. If tenant fails to pay additional rent on time, Owner shall have the same rights against tenant as if it were a failure to pay rent. Lease violation penalty fees shall be classified as additional rent.

The whole amount of rent is due and payable when this lease is effective. Payment of rent in installments is for tenant's convenience only. If tenant defaults, Owner may give notice to tenant that rent may no longer be paid in installments, and the entire rent for the remaining part of the term will be due and payable. The last day of the lease shall be three (3) days prior to the end of the last month. The amount of the yearly rent has been adjusted to reflect said termination date.

3. LEASE RENEWAL FEE: (____,____ Initial) A\$50.00 lease renewal fee will be charged to tenant for 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.

4. LATE FEES In the event rent is not received by the **Fifth** (5th) day after due date, Tenant agrees to pay a late charge of \$ 50.00 . Additional late charges of \$ 10.00 will be incurred for each day rent is late beyond the **Seventh** (7th) day of the month. Tenant agrees to further pay \$ \$50.00 for each dishonored bank check. After the tenth day that rent has not been paid, further legal action will be taken at Tenant's expense. Tenant acknowledges that untimely payments may adversely affect credit rating. Unpaid late charges and/or attorney's fees shall be classified as "additional rent." Additional rent that remains unpaid after 30 days from the date incurred shall constitute a breach of this lease. Tenant also understands that late fees shall be applicable if a dishonored bank check, bank error and/or out of state/non-local check prevents Owner from receiving rent money on time.

(____,____ Initial) FOR EVERY TWO LATE RENT PAYMENTSIN A TWELVE-MONTH PERIOD, RENT WILL BE AUTOMATICALLY RAISED **\$50.00 PERMANETLY**. 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 al 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 into collect the balance due on the account, 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 pursue any other remedy available under this lease.

5. 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

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

7. USE The premises shall be used as a residence by the undersigned tenants with no more than adults and children, and for no other purpose, without written consent of the Owner. Occupancy by guests staying over 7 days will be a violation of this provision. In the event any other people occupy and live in this rental, in any capacity, without Owner's written consent, it will constitute a breach of this lease and it is agreed that the rent will be increased **\$500.00** per person per month, and the Owner at his sole option may terminate this lease.

7. UTILITIES Tenant shall be responsible for the payment of all utilities and services for the entire premises. Tenant is responsible for all utilities including Electricity, Cable, Phone, Internet, Pellets for Pellet Stove or Oil. This home ☐ is or ☐ Is not on a Well and Septic System if it is ☐ I have received the septic care pamphlet (____/____ Initial)

8. HOUSE RULES In the event that the premises are a portion of a building containing more than one unit, or a single family dwelling, Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking and use of common areas. Tenants agree to use carpeting or area rugs on any bare wood floors above another dwelling. Tenants agree to provide their own trash cans and to bring them in after collection.

9. MAINTENANCE, REPAIRS OR ALTERATIONS Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Once notice is given to vacate, Tenant agrees to keep the premises in "show condition". "Show condition" means as clean, orderly and undamaged as when received. Upon vacating, Tenant shall deliver premises vacant and clean. In the event the premises are returned in condition poor enough to prevent Owner from re-renting to a qualified new tenant, Tenant shall be responsible for rent lost as well as the cost of restoration of the rental to the condition it was at the commencement of this lease. Tenant shall be responsible for damages caused by his negligence and that of his family, invitees or guests.

> **PAINT** Tenant shall not paint, paper or otherwise redecorate without the prior written consent of the Owner. All paints, materials and work plans must be approved in writing by Owner or his authorized agent. Tenant shall be responsible for paint spills/clean-ups or damages as a result of paint related work.

> **GROUND**s Tenant shall be required to irrigate and maintain any surrounding grounds, including the trimming of lawns, trees, shrubbery and keep same clear of leaves, rubbish and weeds. Tenant is responsible for snow and ice removal from walks, driveways, steps and any areas where safety should be observed. It is agreed that Tenant shall not use any salt on stoops or walkways. Calcium chloride is recommended instead for de-icing, and is not harmful to the masonry.

> **LEADERS AND GUTTERS** Tenant is responsible for keeping leaders and gutters, if any, free of leaves, sticks and any accumulations that may occur. If the property is heavily treed, leaders and gutters may need clearing several times a year.

> **BASEMENTS AND GARAGES** In the event the dwelling has a basement or garage, use of the basement or garage is not included in the rent, nor shall it be considered living space. Any use of the basement or garage shall be at Tenant's own risk. Tenant agrees to be responsible for maintaining these areas properly, including using a dehumidifier in the basement to minimize moisture.

> **WINDOWS** Tenant is responsible for the cleaning and maintenance of the windows on the premises. If any window(s) or screen(s) become damaged or broken as a result or during the term of this tenancy, the Tenant will be responsible for repair(s). Tenant agrees to observe care and caution when installing and removing any window unit air conditioners.

> **ADDITIONAL ITEMS** Storm doors are not included in the rental. Light bulbs shall have wattage of no higher than 60 watts. Should Tenant attach any fixtures, blinds or any other objects to the real property by nails, screws or glue, it is agreed that these objects will remain with the premises and be may be subject to cost of removal at Owner's discretion. Tenant shall not install or authorize installation of any wiring on the premises which requires the drilling of holes into the dwelling, without Owner's written consent. In the event a requested serviceman is unable to gain access to premises for agreed repairs, Tenant shall be responsible for a service charge of **\$35.00** payable as "added rent". Tenant is responsible for minor repairs such as light switches, replacing light bulbs, doorknobs, broken windows, leaking faucets, minor toilet problems, etc. Repairs resulting less than \$175.00 shall be deemed minor repairs. Should Tenant neglect maintenance responsibilities, Owner or agent may assume them on Tenant's behalf and any expenses incurred by Owner in connection therewith shall be additional rent (added rent), payable to Owner on demand.

10. ORDINANCES & STATUTES Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, of which may hereafter be in force pertaining to the use of the premises.

11. SPACE "AS IS" Tenant has inspected the premises. Tenant states that they are in good order and repair and takes premises "as is".

12. ASSIGNMENT AND SUBLETTING Tenant shall not assign this agreement or sublet any portion of the premises.

13. PETS: No pets are allowed on this property unless otherwise agreed upon in writing and the Spartan Property Management "Pet Addendum" is signed by both parties. Regarding any tenant with any animal(s), if the tenant has a companion animal or if there is any pet at the property there will be a mandatory home inspection, twice a year, and the tenant will be responsible for a \$50 inspection fee for each visit. If the property is found in poor condition including but not limited to, pet related stains, pet related smell, pet related damage, or any other damage, harm or nuisance regarding the property will be a breach of this lease and grounds for termination.

13. UNAUTHORIZED PETS: (_____/_____) **Initial**) Tenant acknowledges that pets found on the premises not identified in paragraph 12 or above and authorized in the Pet 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 termination of tenancy and eviction from premises and the Tenant agrees to pay, retroactive to the beginning of the tenancy, \$100 per month per pet for unauthorized pet(s).

14. PET REMOVAL: Landlord/Agent may remove an unauthorized pet if one day's prior written notice of intent to remove the pet is posted in a conspicuous place on the premises, and the Landlord/Agent may present the pet over to the humane society or local authority. Tenant is responsible for all cost associated with removing the unauthorized pet including administrative cost.

15. PESTS Tenant agrees to be responsible for the extermination of any insect or wildlife pest infestation during or as a result of the tenant's occupancy. Tenant shall be responsible to immediately remedy any such infestations as soon as any pest problem is observed.

16. APPLIANCES The dwelling may contain various appliances, such as stoves, microwave ovens, refrigerators, dishwashers, laundry machines, garbage disposals and compactors, central or individual air conditioners, dehumidifiers, automatic garage door opener, etc. These appliances are not included in the rent, but the use of them may be allowed for the tenant's convenience only. If Tenant wishes to use these appliances, Tenant shall assume responsibility for care, repairs and maintenance. If appliances are equipped with manuals and/or warrantee papers, Tenant shall not lose or discard these documents, and will be responsible for their return. The appliances provided in the dwelling by the Owner are as follows: refrigerator, stove, dishwasher, microwave, washer and dryer If Tenant does not agree to be responsible for the appliances, but rather use his own, he may request that Owner's appliances be removed from the premises. All washer/dryer installations must be approved and authorized by Owner in writing. Tenant agrees to replace all water supply hoses to washing machine that show any signs of wear every year. Tenant also agrees to turn off water supply to washing machine when it is not in use.

17. PLUMBING STOPPAGES Tenant is responsible for all plumbing stoppages and cesspool fill ups. Tenant is responsible for the cleanup of waste spills as a result of any plumbing stoppages. As a preventative measure, it is recommended that Tenant have waste lines cleaned annually.

18. HEATING AND COOLING SYSTEMS AND UTILITIES

A. If utilities are furnished by Owner, or to the extent utilities are furnished by Owner, Tenant(s) agree to conserve the same. Should, in Owner's opinion, Tenant(s)' usage be excessive, based on historic use, Owner reserves the right to make additional charges for excessive use. Utilities included with this property are ☐ Water/Sewer/Trash ☐ Gas ☐ Electric (____/____ **Initial**)

B. If utilities essential to heating of the premises are not furnished by Owner, Tenant(s) agree to provide said utilities and to pay promptly all charges made by utility company furnishing the same. Tenant(s) expressly assume the risk of loss or damage to the premises, and shall pay for such damage which result from Tenant(s)' failure to provide proper heating.

C. Filter Addendum – A portion of Tenant's total amount due (\$10 per month) (____/____ **Initial**) will be used to have HVAC filters delivered to their home approximately every 90 days under the Utility Maintenance Reduction Program. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord under reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter Tenant shall immediately notify the Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.

19. FUEL OIL ADJUSTMENT The fuel tank on the premises as of _____ (date) contains _____ gallons of oil or propane. A fuel adjustment in the amount of _____ must be paid by Tenant prior to Tenant's occupancy. Owner will not be responsible to reimburse tenants for fuel upon vacating.

20. RIGHT OF ENTRY FOR PERIODIC INSPECTION The Owner or his agent may enter the premises with prior consent of the tenant or with 24 hours written notice to any tenant on the premises to be entered. The Owner may enter during reasonable hours and for the purpose of inspecting the premises, making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling unit to prospective or actual purchasers, mortgagees, prospective tenants, workmen, contractors, or insurance inspectors. The Owner shall be deemed to have given 24 hours written notice by posting a notice in a noticeable place stating such intent to enter, at least 24 hours before the intended entry, or in the event notice to vacate has been given by the tenant, the Owner shall have tenant's authorization to show the premises at any and all reasonable times, regardless of whether the tenant is present or not. However, in the event of an emergency constituting a danger to life, health or property, the Owner or his agent may enter the property at any given time without the consent of or notice to the tenant. The Owner shall have the right to enter the property at any given time upon the request for repairs. Tenant agrees to pay a fifty dollar (\$50.00) trip/service charge for any canceled or rescheduled inspections. (____/____ **Initial**)

21. INDEMNIFICATION Owner shall not be liable for any damage or injury to the tenant, or any other person or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage or injury is the proximate result of the negligence of the Owner, his agents or employees. Tenant agrees to hold Owner harmless from any claims from damages, no matter how caused. Tenant acknowledges receipt of HUD lead paint disclosure information and/or pamphlet.

22. POSSESSION If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damages 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 30 days of the commencement of the term hereof. In the event this agreement is terminated by the tenant and/or the owner, any monies or realty commissions paid by tenant and/or owner shall be deemed damages against the party in default, not the real estate broker.

23. 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 \$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 \$_____ 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.

24. WAIVER No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial payment be deemed a waiver of Owner's right to the full amount thereof. This lease supersedes any other lease on the premises during the term stated herein. No terms in this lease shall be deemed waived, regardless of any conflicting terms or rules in any governmental rent assistance programs.

25. REAL ESTATE COMMISSION In the event a commission was earned by a real estate broker, Tenant shall not take possession of the premises unless all fees due broker are paid in full as agreed. Commission is payable when this lease is signed by the Tenant(s). It is solely for locating the rental for the Tenant and is not refundable under any circumstances regardless of any disputes or conditions between Owner and Tenant before, after, or whether or not occupancy is taken.

26. 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 a manner required by law, the Owner, at his option, may terminate all rights of the tenant herein, unless Tenant within said time shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. If the lease is canceled or rent or added rent is not paid on time, or Tenant vacates the premises, Owner may in addition to other remedies take any of the following steps: Enter the premises and remove the tenant and any person or property; Use dispossession, eviction or other lawsuit method to take back the premises. If the lease is ended or Owner takes back the premises, rent and added rent for the unexpired term becomes due and payable. Owner may re-rent the premises and anything in it for any term. Owner may re-rent for a lower rent and give allowance to the new tenant. Tenant shall be responsible for Owner's cost of re-renting. Owner's cost shall include the cost of repairs, decorations, broker's fees, attorney's fees, advertising and preparation for renting. Tenant shall continue to be responsible for rent, expenses, damages and losses. Any rent received from the re-renting shall be applied to the reduction of money the tenant owes. In a proceeding to get possession of the premises, Tenant agrees to make no motions to the court concerning issues such as habitability or delaying the legal process with requests for additional time. Tenant waives all rights to return to the premises after possession is returned to Owner by a court. Tenant agrees to waive rights to trial by a jury in any matter which comes up between the parties under or because of this lease. Tenant shall not have the right to make a counterclaim or set off.

27. DAILY RENTAL This lease provides for rent to be paid monthly, but in the event of a default on the tenant's part in paying the rent, Tenant agrees that this will become a Daily Rental until such time rent is brought current. After proper notices are given by the Owner, the tenant agrees that a Daily Rental term would begin immediately following the tenant's failure to cure the default. Tenant agrees to have any arrears up to date by the tenth (10th) day from failure to cure default or Tenant will vacate the premises immediately or be subject to arrest for theft of services and/or trespassing.

28. ATTORNEY'S FEES In any legal action to enforce the terms hereof or relating to the premises, regardless of the outcome, the Owner or agent shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee. Tenant acknowledges all attorney's fees shall be classified and billed to tenant as "added rent."

29. NOTICES:

A. Any notice which either party may or is required to give, may be given by mailing the same, by certified mail, to Tenant at the premises, or to Owner at the address shown below or at such other places as may be designated by the parties from time to time. This includes notification or requests for repairs. Tenant is required to notify Owner in writing of Intention to Vacate or Intention to Re-new at least 30 days before the expiration of this lease. Notice begins on the day notice is received by Landlord/Agent, and must be in writing. The tenant is responsible for payment of rent and utilities during the 30 day notice. During the last thirty days of occupancy, Tenant agrees that the Landlord/Agent may place a "For Rent" sign on the property and show 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 Tenants account.

B. Tenant agrees to immediately notify Owner or Agent in writing by certified mail of any dangerous or hazardous conditions existing on the premises.

30. HOLDING OVER Any holding over after expiration hereof, with the consent of the Owner, shall be construed as a month to month tenancy in accordance with the terms hereof, as applicable. The terms and conditions of this lease will continue to apply.

31. TIME Time is of the essence of this agreement.

32. INSURANCE Tenant is responsible for liability/fire insurance coverage on premises. Tenant agrees to obtain and maintain a mandatory "Renter's Insurance" policy and to provide Owner or agent with a copy of policy within seven **(7) days** of lease execution. In the event Tenant fails to provide Owner with a copy of a valid "Renter's Insurance" policy as agreed, Owner may issue a Notice of Lease Violation to the tenant and may obtain insurance on the tenant's behalf at the tenant's expense. In the event a written Notice of

Lease Violation is issued to the tenant, the tenant shall correct the violation within **five (5) days**. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee no less than \$ **300.00** payable as added rent.

33. SUCCESSORS This lease is binding on all parties who lawfully succeed to the rights or take the place of the Owner or Tenant.

34. TENANCY & SERVICE OF PROCESS Every tenant who signs this agreement agrees to be fully responsible jointly and severally for all items agreed herein, and furthermore agrees to be the agent of the other tenants and occupants of the premises and is both authorized and required to accept on behalf of the other tenants and occupants, service of summons and other notices relative to the tenancy.

35. TELEPHONE Tenant agrees to maintain a telephone in the dwelling during the term of this lease, and to furnish Owner or agent with the telephone number within five (5) days from taking occupancy. Tenant shall be responsible for any telephone company installation charges, if applicable.

36. FENCES Fences that currently exist are not included in the rental. Tenant agrees to be responsible for maintaining any existing fence, gates.

37. LOCKOUTS Should Tenants lock themselves out of their dwelling and be unable to gain access through their own resources, they may call a professional locksmith or the Owner to let them in, and will be responsible for damages if any. Tenant shall be responsible for the cost of the locksmith and also to provide the Owner with new keys if the locks are changed. If Owner is called upon to let Tenants in, there will be a **\$50.00** charge.

38. CLEANING FEE In the event the premises are returned in condition poor enough to require a cleaning service, or in the case of an authorized or unauthorized pet residing at the premises during the term of this lease, a cleaning fee of **\$575.00** is to be paid by Tenant. This fee represents the usual cost of preparation for re-occupancy. Owner will waive this fee until premises are returned and if returned in as good condition as received at commencement of this lease. This fee can be taken from the deposit.

- **CARPETS:** (____, ____ Initial) Tenant stipulates the carpets were professionally cleaned upon initial occupancy. The Tenant agrees that Landlord/Agent 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.

39. BANKRUPTCY If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Owner may give Tenant 30 days written notice of the cancellation of the term of this lease. If any of the above is not fully dismissed within the 30 days, the term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

40. WITHHOLDING RENT Under no circumstances may any rent be withheld in full or in part, regardless of any expenses incurred by Tenant, regardless of the financial status of the premises, or the legality of the premises. Rent must be paid to Owner or Owner's agent only. Non-payment or payment to any other party is a violation of this Lease Agreement and cause for immediate eviction.

41. SMOKE DETECTOR(S), FIRE EXTINGUISHER Tenant(s) acknowledge that the dwelling is equipped with smoke detector(s) and/or fire extinguisher(s). Tenant(s) agree to test the smoke detector(s) on a regular basis (2-3 times per month), and to report any problem with them immediately to owner in writing. Tenant agrees to replace the battery for the smoke detector as necessary with a new alkaline battery.

42. VEHICLES Tenants agree to keep no more than _____ vehicles at the premises. Vehicles without valid parking permit issued by the Owner are prohibited on the premises. These vehicles must be both operable and currently registered. Tenants agree to park vehicles in designated areas only and keep area free of oil drippings. Parking on the lawn of the premises constitutes a breach of this lease. Tenants agree not to park boats, recreational vehicles, trailers, campers, or any type of truck on the premises without owner's written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day, unless vehicle is kept in an enclosed garage. Tenant is responsible for damages to the premises caused by Tenants' vehicles or those of invitees or guests. Designated parking for this rental is: **Driveway** # Parking permits required **N/A**
A violation of this provision will result in vehicle(s) being towed away at Tenant's expense, and may be construed as a breach of the lease agreement. Also Tenants agree to have no more than 2 Vehicles that are being worked on at any one time.

43. FIREPLACE If premises have a fireplace, Tenant agrees to exercise safety measures when it is in use. Tenants agree to assume responsibility for keeping the chimney clear of any buildup or obstructions during their tenancy.

44. NO SMOKING (____/____ Initial) Tenant acknowledges that smoking is prohibited within any dwelling or structure on the property. Tenant also agrees to refrain from burning candles and incense. The term smoking means inhaling, exhaling, breathing, allowing the burning of, or carrying any lighted cigar, cigarette, other tobacco product, cannabis, "herb" material, hookah

device, vapor device, e-cigarette, similar lighted or electronic product, in any manner or in any form. Any violation shall be deemed a material violation of the Rental Agreement. 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 damage due to burn marks and/or smoke/odor damage. In addition, Tenant agrees to pay \$500 to ionize the premises to remove all unwanted odors.

45. WATERBEDS Tenant shall not have a waterbed on the premises without the written consent of the Owner. This will be an amended section of the contract.

46. ABANDONMENT Tenant agrees to return the premises to the landlord according to the terms of this lease; clean, vacant and undamaged. The premises will be deemed abandoned only under all of the following conditions:

1. The Tenant fails to respond to official notices from the Owner, Agent or local government offices delivered by the US Postal Service.
2. The Tenant fails to respond to or telephone and contact numbers are disconnected.
3. The Tenant is at least (10) ten days past due on the rent payment for the current month.
4. Owner / Agent has made a physical inspection of the premises to verify occupancy by Tenant or the lack thereof.
5. Owner / Agent has notified the Tenant in writing that the premises will be deemed Abandoned within 30 days unless Tenant responds to inform Owner / Agent that the premises have not been abandoned.

In the event the premises are deemed abandoned upon failure on tenant's part to respond, the parties agree that the Owner / Agent may seize possession of the premises including the contents of the premises. It is furthermore agreed that the abandoned contents or personal property left by the tenant may be disposed of at the Owner / Agent's discretion.

47. ILLEGALITY If any part of this lease is not legal according to local laws, the rest of the lease will be unaffected. Illegal activity of Tenant(s), invitees or guests on premises constitutes a breach of this lease.

48. OPTION TO RE-NEW LEASE Tenant has the option, providing the terms and conditions of this lease have been complied with and satisfied, to re-new this agreement for a period of one year, at an annual increase of to be agreed, subject to Owner's approval. If the Tenant wishes to re-new, a new lease will be prepared, and a processing fee of \$50.00 will be payable at the execution of the new lease.

49. BREACH OF LEASE If rent is over **seven (7)** days late, Owner will construe non-payment as a breach of this lease, constituting Tenant's 30 days Notice to Vacate. Also, in the event agreements made in this lease are broken by tenant, the security deposit will be forfeit at Owner's option. Owner may continue the lease or terminate any or all of the tenant's rights herein. In the event a written Notice of Lease Violation is issued to the tenant, the tenant shall correct the violation within **five (5) days**. If tenant fails to correct the item(s) in violation, he will be responsible to pay a Lease Violation Penalty Fee of no less than **\$500.00** per month, per violation payable as added rent.

50. FORMS AND NOTICES AND UTILITIES: Tenant acknowledges receiving the following forms understands and agrees to follow instructions therein.

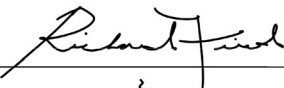
☒ Not Move-In Inventory & Condition Form ☒ Idaho power ☒ Intermountain Gas
☒ List of Move-Out Charges ☐ Lead Paint Disclosure ☒ City Water/Sewer/Trash

51. ENTIRE AGREEMENT The foregoing constitutes the entire agreement between the parties and may be modified only by an official change of terms notice issued by the owner/agent in writing, or a writing signed by both parties. The following exhibit has been made a part of this agreement before the parties' execution hereof:

52. ACKNOWLEDGMENT Tenants hereby acknowledge that they have read, understand and agree to all parts of this document, and have received a copy.

THE UNDERSIGNED TENANT(S) ACKNOWLEDGES RECEIPT OF A COPY HEREOF.

DATE: _____

OWNER/AGENT 

ADDRESS 120 W. Main Street - Middleton Idaho 83644

PHONE 208 - 860 - 1748

TENANT _____

Email _____

TENANT _____

Email _____