

# 1. RENTAL/LEASE Agreement

## 1.1 RENTAL/LEASE AGREEMENT

THIS AGREEMENT is made and entered into this <<Lease Creation Date>>, between <<Site Manager>>, as acting Agent for Owner of the below named property and herein after called "Landlord"; and <<Tenants (Financially Responsible)>> thereafter called "Tenant".

1. AGENT: Tenant understands that TPD Property Management, Inc. is the acting agent of the "Owner". All notices and communications to Owner shall be directed to the attention of TPD Property Management, who is the duly authorized agent of the Owner. All notices and communications from Landlord shall be deemed notices and communications from the Owner. This Rental Agreement shall be binding if management of the property is transferred to the Owner or any agent procured by the Owner. LANDLORD STATEMENTS: Agent cannot be held liable for any statements or promises made by landlord if landlord or tenant chooses to communicate without agent's knowledge or presence.

2. IN CONSIDERATION of the payment of the rentals and the covenants herein contained on the part of the Tenant, Landlord hereby rents and demises to Tenant the following-described Premises, situated at: <<Unit Address>>

3. MINIMUM TERM: Tenant agrees that the term of the Rental Agreement shall commence on the <<Lease Start Date>>, and terminating on the <<Lease End Date>> ("Full Term"). Thereafter, this Rental Agreement will become a month-to-month tenancy, and is based upon the same terms and conditions stated herein, and will continue, unless modified in writing. Tenant is not entitled to give a 30-day Notice to Vacate, pursuant to Section 53, prior to the end of the Full Term. A "month" for purposes of this Agreements means a calendar month. Should Tenant fail to occupy the Premises for the full term for any reason, such shall be breach of the agreement, and Tenant shall be liable for Landlord damages resulting from such breach, such as loss of rent until the unit is re-rented or the completion of the Full Term, whichever is less, advertising costs, Realtor and marketing costs, utility costs while vacant, yard maintenance costs while vacant, transportation costs to show until re-rented, and other costs and fees as described within this Rental Agreement.

4. RENT: Tenant agrees to pay Landlord on the 1st day of each month the sum of <<Monthly Charges>>for rent per month for the Premises described above, payable in advance and without demand: Postdated checks; two and third party checks will not be accepted. If payment is by check, the check must be from one of the tenants. After the 5th of the month only cashier's checks or money orders will be accepted. Any fees or fines due from Tenant will be considered additional rent and late fees will continue to accrue until balance is paid in full.

5. PRO-RATED MOVE-IN RENT: If the initial term of this Rental Agreement commences other than on the first day of a calendar month, Tenant's rent shall be a pro-rated portion of a full month's rental, calculated on a daily basis from the commencement date until the first day of the following calendar month, and shall be payable in advance. First month's prorated rent calculations are as follows: Pro-rated Rent and Charges -

<<Prorated Charges>>

<<One-time Charges>>

6. PRO-RATED MOVE-OUT RENT: Tenant is responsible for rent up to the 30th day of their 30-Day Notice to Vacate, pursuant to Section 43 of this agreement. Failure to do so will result in late fees.

7. LATE RENTS AND FEES: Rent is due on the 1st of each month. Rent is considered past due on the 5th day of each month. If rent has not been received by 5:30 PM on the 5th day of the month (no exceptions for weekends, holidays, or postage delays), it is considered late and Tenant will be charged and agrees to pay a late fee of \$50.00 plus \$5.00 per day starting on the 2nd day of the month; until rent is paid in full.

8. RETURNED CHECKS: A \$35.00 charge will be assessed for returned checks. Rent is not considered paid or received until Tenant's check clears the bank; therefore, late fees will apply until funds are received. After the second returned check, rent and other payments will be required paid with guaranteed funds (cash, cashier's check or money order).

9. MOVE-IN CREDITS: Tenant agrees that if Landlord gave Tenant a move-in rent credit or discount, that Tenant is responsible for the repayment of the rent credit or discount if Tenant fails to fulfill Full Term of the Rental Agreement.

10. OCCUPANCY: The Premises are to be occupied as living quarters for no more than who is named below <<Tenants (Financially Responsible)>> <<Other Occupant(s)>>. Only those adults specifically named above may occupy and use the property. Tenant agrees to notify Landlord in writing of any extended vacations or absences from the Premises as to the dates Tenant shall be absent. Tenant further agrees to request in writing the authorization for other persons to occupy the Premises while Tenant is absent. Tenant agrees that a responsible adult shall supervise children on the Premises at all times. Occupancy by anyone other than those named above for more than 10 nights shall constitute a breach of the Rental Agreement, unless, prior consent is obtained in writing by Landlord. Landlord will assess a fee of \$100 for each month the premises is occupied by persons not authorized on this lease.

11. DEPOSIT AMOUNTS:

Security, Cleaning, Damage and Inspection Deposit - <<Security Deposit Charges>> <<Additional Lease Information>>

12. DEPOSITS: The tenant(s) has on file a security/rent/inspections/ cleaning/pet/damage deposit, in the sum of <<Security Deposit Charges>> <<Additional Lease Information>> , payable within 24 hours of signing rental agreement with certified funds. Tenant cannot use the security deposit during the occupancy, or term of the Rental Agreement for rent. Rent must be paid in full during occupancy and lease of the property. The Landlord shall furnish, no later than 30 (thirty) days after the Tenant has vacated the Premises, an itemized statement for the security deposit. Landlord may use/deduct security deposit funds for, but not limited to, the damage, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, change of locks if keys issued are not returned or if tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees. If Tenant has made a security deposit with a prior Landlord or property manager other than TPD Property Management Inc., and the deposit has not been transferred to the current landlord, the tenant understands that any refund of the deposit must be pursued directly from the prior Landlord or property manager and that Landlord shall have no responsibility for the same. (Idaho Code, section 6-321)

13. TERMINATION FEE: A Termination fee equal to one month's current rent charge will be charged to all Tenants who have not completed the Full Lease Term, or who do not give proper thirty (30) days written notice. Accounting has up to 30 days from the re-rent of the property before providing the security deposit statement to the tenant in a lease breaking situation. (Also, see Sections 53-55 of Rental/Lease Agreement.)

14. SIGHT UNSEEN: Parties agree that Tenant was given the opportunity to inspect the premises prior to signing the Agreement. If Tenant declined to do so and chose to sign the Agreement for Premises sight unseen for their convenience, parties acknowledge that Tenant is fully obligated to Agreement should they not take occupancy of the Premises. Tenant does agree that any maintenance shall be done as required by the Agreement and not at the preference of Tenant since Tenant agreed to take Premises sight unseen.

15. DISCLOSURE OF INFORMATION: Tenant may from time to time authorize Landlord to disclose information regarding this Agreement and the tenancy to third-parties, including but not limited to, future landlords and mortgage lenders. Landlord will not provide this information if tenant's rental agreement expiration date is greater than 90 days from the time this information is requested and reserves the right to charge a reasonable fee to the receiving party for providing such disclosure. Tenant understands that the receiving party may impose any such charges incurred back upon the tenant. Both parties agree that all disputes and complaints shall be resolved privately and confidentially between Tenant and Landlord, or individually through the courts or collections. Tenant further acknowledges that Agent may report rental payment data to credit agencies.

16. INCARCERATION, DEATH OR INCAPACITY OF TENANT: In the event of the incarceration or death of the sole Tenant, this Agreement shall terminate. In the event of the incapacity, incompetency or inability of the sole Tenant to care for him or herself, or the primary wage earner if there are multiple Tenants, a reasonable accommodation request may be submitted and if approved, this Agreement shall terminate with a 30-day written notice. In any of the foregoing circumstances, Tenant hereby authorizes those persons identified on their application to enter the Premises and remove Tenant's personal property. In the event of a death, the Tenant's duly appointed Personal Representative (executor) shall also have such authority. In the event of the incarceration, death or incapacity of a tenant as provided in Section 16 herein, the deposit shall then belong to any co-tenants listed on this agreement and the Landlord shall have no further responsibility to the tenant suffering the incarceration, death or incapacity. Provide, however, that in the event the co-tenants do not continue the tenancy, the deposit shall be accounted for as provided herein and the person's emergency contact shall be named as a payee on any check for refund of any portion of the deposit. (Idaho Code, sections 15-3-711 and 15-12-204(5))

17. TENANT ACKNOWLEDGES: the security deposit listed in this rental agreement is held by the Landlord of the property. The security deposit will be endorsed to all current tenants on the Rental Agreement. No portion of the security deposit will be refunded if one or more parties fail to give notice to vacate prior to vacancy and are no longer on the Rental Agreement. The security deposit will only be refunded when the property is completely vacated.

18. USE OF PREMISES: Premises shall be used as a residence only. Operating a business from this property is prohibited. The number of occupants is not to exceed the number of persons shown on the application. For purposes of this Rental Agreement, occupancy shall be defined as residing in the premises three (3) days or more in any one-week period. Tenant shall not violate any governmental law in the use of the Premises, commit, waste, or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulation (CC&R's). Tenant may not install or permit and of the following on the premises, even temporary: a spa/hot tub, above-ground pool, trampoline, swing sets/jungle gym, tree house, fire pit, or anything else that could be considered an attractive nuisance.

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

20. JOINT AND SEVERAL OBLIGATIONS: Each Tenant under this Rental Agreement is jointly and severally individually liable to the Landlord for the total rent due and damages inflicted upon the leased Premises whether or not Tenant continues to physically occupy the Premises. TENANTS with roommates agree to pay the monthly rent in the form of ONE check for the total amount of the rent each month.

21. LANDLORD'S PERSONAL PROPERTY: Tenant acknowledges that the below checked personal property have been furnished and are in good working condition and are to remain in the Premises upon termination. For safety reasons, Tenant agrees to turn off and not operate any appliance, while absent from the Premises.

- Dishwasher
- Room A/C
- Dryer
- Lawn Mower
- Refrigerator
- Water Softener
- Security System
- Washer
- Oven/Stove
- Freezer
- Microwave

22. ASSIGNMENT, SUBLETTING, REPLACEMENTS: Tenant agrees and understands not to sublet any portion of the Premises under the terms of this Agreement. Unless Landlord agrees otherwise in writing, any departing Tenant's interest in any deposit will automatically transfer to the replacement Tenant as of the date of the Landlord's approval. The departing Tenant shall no longer have any refund rights to any deposits and will not be released from liability for the remaining term of this Agreement unless Landlord agrees in writing. If the departing Tenant is not released, such Tenant's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. The original Move-In Inspection Form of this Agreement will prevail. Any changes to tenants must be approved by the Landlord. A Roommate Adjustment Fee of \$250 per roommate will be charged to change out/replace roommates. All fees must be paid in full to Landlord upon written demand by the Landlord to Tenant.

ADDING A TENANT:

- a. If the Tenant wishes to have another person(s) reside in the Premises, Tenant must abide by the following: (1) Tenant must submit a written request to Landlord. Any proposed new Tenant 18 years of age or older, must complete a Rental Application and pay the \$75 Roommate Change Fee to be processed.
- b. The Tenant must abide by the decision of the Landlord whether or not another person(s) can be added to the Agreement.
- c. If Landlord approves the person(s), at Landlord's option may require that this Agreement or an entirely new Agreement and/or Addendum be signed by the remaining and/or replacement Tenant(s).

RELEASING A TENANT:

- a. Tenant must complete the Roommate Release Form,
- b. Pay the Roommate Change fee,
- c. Remaining Tenant(s) must qualify before Landlord will release any Tenant(s),
- d. Once remaining Tenant(s) are approved, all parties must sign the Release Addendum.

23. UTILITIES: Tenant shall pay for all utilities such as electric, gas, water, sewer, trash, telephone, cable, and/or any other services desired by Tenant except for <<Utilities Included>> which are paid for by Landlord. All other utilities, other than those specifically listed, are to be paid in full by the Tenant. Tenant agrees to place utilities in Tenant's name prior to occupancy of Premises and continue until the termination date, as evidenced by the proper thirty (30) days written notice. Tenant has an obligation to notify Landlord 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 failure to provide heat when exterior temperatures fall at or near freezing, or to inform Landlord of shut off shall be at Tenant's Expense. Tenant further agrees to work directly with the appropriate utility company and to hold the Landlord harmless for charges incurred by Tenant. Landlord may from time to time require Tenant to pay for utility(s) directly to Landlord in addition to the rent payment. In the event utilities are furnished by the Landlord, Tenant agrees to exercise diligence in conserving said utilities, specifically water, heat and electricity. No keys will be issued to Tenant until the appropriate services are put in Tenant's name and verified by Landlord. When Tenants vacate the Premises, unpaid utility charges will be deducted from the security deposit. Landlord shall not be held liable for any damages directly or proximately caused by interruption or failure of utility services. If Tenant fails to pay all or any portion of utility fees, such failure shall be deemed a default of this agreement, which can result in termination of tenancy. (Tenant will be charged \$20 for each utility bill paid on Tenant's behalf.)

24. KEYS AND CONTROLS: The LANDLORD is to retain keys to the property. If the Tenant does not furnish all of the issued keys and controls upon vacancy, the Tenant agrees to pay the cost of re-keying the Premises and the replacement cost of all controls. The Tenant upon occupancy has been given at least 2 keys and 1 control (if applicable). If Tenant does not return keys or needs a replacement set, keys will be billed at the following rate: \$55.00 for a mailbox key, \$25.00 for a house key, \$75.00 pool/community center key.

- Front Door Keys
- Storage Door Keys
- Garage Remotes
- Clubhouse Key
- Back Door Keys
- Mail Box Keys
- Laundry Room Keys
- Garage Door Keys
- Pool Keys
- Parking Permits

Tenant will be charged rent until all keys and controls, as listed above, are surrendered directly to Landlord. Tenants are to leave all keys and controls in Premises. (e.g. Tenant gave notice to vacate on November 1st. Tenant paid all of November's rent, but did not turn in the keys until December 5th. Tenant will be responsible for 5 additional days of December's pro-rated rent plus late fees). Tenant agrees to lock all doors and windows during Tenant's absence from the Premises. Copies of extra keys are strictly prohibited, unless approved by the Landlord at the expense of the Tenant.

25. PARKING: All parking is reserved for Tenant use only. If parking is assigned, Tenant agrees not to park in any area other than Tenant's assigned parking spot or carport number. Any parking in designated fire or no parking zones or parking in a stall not assigned to Tenant shall result in a parking violation fee, and/or towing of the vehicle at Tenant's expense. Vehicle and engine repairs, no matter how minor, are not allowed on the Premises. Tenant agrees and understands that they are responsible for ensuring that their guests park outside the

parking area and that Tenant's guest understand that their car may be towed if parked on the Premises. Tenant agrees to notify Landlord of any illegally or unauthorized vehicles. If parking availability permits, Tenant(s) are limited to two vehicles on the Premises (to include garages, carports, parking lots, and driveways). All other vehicles, tenant or guest owned, must be parked off the Premises.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Rental/Lease Agreement

### 2.1 RENTAL/LEASE AGREEMENT

26. BOATS/TRAILERS: Storage of boats, trailers RVs. or any other vehicles other than those listed below are prohibited. Unless screened from street view and adhere to the rules and regulations of the subdivision in which the property is located.

27. PARKING LOT SPEEDS: If property has a parking lot, TENANT agrees to operate any motorized or non-motorized vehicle at a maximum speed of ten (10) miles per hour.

28. VEHICLES: Tenant shall not perform in any business connected with vehicles on the property. Vehicles of any kind should not be parked on any area other than the driveway, designated RV access, if applicable, or the street. Vehicles leaking oil or gasoline are to be removed from the Premises until repaired. Vehicles in obvious disrepair, inoperative, unregistered or expired registration, are not to be parked on or in front of the property and will be towed at Tenant's expense. The vehicles below are authorized on the Premises. Tenant understands and agrees to submit in writing all change in vehicles or vehicle description to Landlord within five (5) days of the addition or change. For the purposes of this Rental Agreement, the term vehicle is understood to include standard passenger vehicles, registered and street legal motorcycles, pickup trucks, and small vans. Parking is limited to these classes of road vehicles. Vehicle washing is not allowed on the Premises, except when Tenant is responsible for the payment of the water bill.

29. LOST OR STOLEN PROPERTY: Landlord shall not be responsible for any of the Tenant's property lost or stolen either from Tenant's rented Premises or from any parking, storage, or common area in or about the building or Premises and Tenant assumes all responsibility for the security and safekeeping any such property.

30. PETS: If Lessor has agreed to allow pets, the number, species and breed may not vary from that indicated on the attached Pets and/ or Assistance Animals addendum, even on a temporary basis. Lessee may not keep, allow, or maintain a pet of any kind on or near the Premises for any length of time without the prior written consent of Lessor. If Lessee(s) brings a pet into the residence without permission, Lessee(s) will be in violation of the lease terms the Tenant agrees to pay, retroactive to the beginning of the tenancy, \$100 per month per pet for unauthorized pets. This fine may not be applied towards a future pet fee or rent. Lessee is responsible for all costs of cleaning, de-fleaing, repair or replacement of carpet or padding damage by pet or other damage or loss from pets, even in such damage exceeds the sum or both the pet and security deposits. Violation of this provision will allow Lessor to commence eviction based on nuisance without any further notice or opportunity.

31. PET REMOVAL: Landlord may remove an unauthorized pet if one day's prior written notice of intent to remove the pet if it is left in a conspicuous place in the apartment and Landlord may present the pet to a humane society or local authority.

32. PROHIBITED BREEDS: The following constitutes a list of animals, and/or breeds of animals that shall not be permitted in or on the Premises. Animals which display substantially similar physical characteristics or traits to those animals listed below, shall be treated as prohibited breeds. Reasonable accommodation requests shall be permitted. Pit bulls, Rottweilers, Presa Canario, German Shepherds, Huskies, Malamutes, Dobermans, Chowchows, St Bernard's, Great Danes, Akitas, Staffordshire Terriers, Bull Dogs, Karelian Bear Dog, Dingo's, wolves, and any hybrid or mixed breed of one of the aforementioned breeds. Additionally, no poisonous or exotic animals, such as tarantulas, piranhas, snakes, iguanas, ferrets, skunks, Raccoons, rats, or squirrels shall be allowed in or on the Premises.

33. ENTRY AND INSPECTION: Landlord has the right to enter the Premises and Tenant agrees not to unreasonably withhold from the Landlord consent to exhibit the Premises to the following: prospective tenants, workmen, contractors, purchasers, insurance agents, real-estate agents; and to inspect the Premises with a twenty-four (24) hour notice. During the last thirty (30) days of occupancy, Tenant authorizes Landlord to inspect the property and place a "FOR RENT" sign on the property and to show property to prospective tenants. Tenant authorizes the landlord or agent to place a "FOR SALE" sign on the property at any time during the terms of the lease. For each occasion where access rights are denied by Tenant, Tenant shall pay Landlord the sum of \$50.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that this fee is a reasonable pre-estimate and not a penalty.

34. YARD MAINTENANCE: Tenant understands that at all times Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly item. Tenant shall not install any plants, trees, flowers, or shrubs without prior written approval from the Landlord. Any unauthorized installation will be considered damage and tenant agrees to pay for the removal of such plantings and the cost to restore the affected areas to the original condition.

TENANT is responsible for maintenance of all landscape. This includes: weeding of planters, trimming of grass, edging of grass and planters, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass, setting of any automatic timers for irrigation/sprinkler system, and report problems to Landlord. If Tenant does not care for landscape as required and disregards notice to correct landscape by Landlord, Landlord reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance. Tenant agrees that the yards have been mowed within seven 7 days of occupancy and that grounds are in good condition. The Tenant further agrees to deliver the property, at the end of this tenancy, grass that is weed free, mowed, trimmed, edged and properly watered as well as trees and shrubs that have been trimmed and pruned, and planter areas free of weeds.

Landlord is responsible for maintenance of front landscape. Tenant is still required to keep area free of debris, watering of landscape, setting of automatic timers for irrigation/sprinkler system and reporting problems to Landlord.

Landlord is responsible for maintenance of entire yard to include watering. Tenant is still required to keep area free of debris, and reporting problems to the Landlord.

35. OUTSIDE MAINTENANCE: Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance to city ordinance. Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of. Tenant agrees to pick up trash and debris that blows onto or appears on the Premises, no matter the source.

36. TRASH AND CONTAINERS: Tenant agrees not to allow trash or other materials to accumulate which will cause a hazard, violation of any health, fire or safety ordinance or regulation, or is a visual nuisance. Tenant shall place all garbage inside containers with lids. Items too large to fit in the trash shall not be placed in or near the container and Tenant agrees to remove these items from the Premises immediately at Tenant's expense. If the trash removal company refuses to remove any portion of Tenant's garbage, Tenant agrees to remove it from the property immediately at Tenant's expense. Tenant will be responsible for any fees associated with their excessive disposal of garbage (i.e. furniture, boxes not broken down).

37. POOL/SPA MAINTENANCE: If Premises includes a pool or spa, the below checked condition applies:

Tenants is responsible for the care and service of the pool and/or spa/hot tub even if Tenant chooses not to use it. Tenant responsibilities include, but are not limited to: maintaining proper water level, weekly testing and adjusting for proper chemical balance, weekly cleaning of pool and/or spa/hot tub, weekly cleaning of filters and replacement of filters as necessary, proper cleaning and maintenance of covers, ensuring proper power and heating to keep from freezing, and draining as required.

The Homeowner's Association provides pool service. Tenant is required to promptly report any problems to Landlord.

Landlord provides pool/spa service. Tenant is required to maintain level of water and promptly report any problems.

No Pool on premises.

38. REPAIRS AND MALFUNCTIONS: All service or repairs, which fall within the responsibility of the Landlord, shall be requested by phone, in writing, or via the tenant online portal. Tenant shall not make repairs or hire contractors to make repairs. Landlord shall respond to the emergency maintenance request as soon as possible. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. TENANT is directed to call 911 for emergencies causing immediate danger such as fire. Non-emergency requests will be scheduled and responded to within one week of notification. If Tenant has not been contacted by a contractor within three (3) days, Tenant agrees to contact TPD Property Management, Inc. immediately. Tenant acknowledges that maintenance repairs are commonly contracted out and are not employees of TPD Property Management, and will not hold TPD Property Management responsible if Tenant has not contacted TPD Property Management when contractor fails to communicate or does not keep committed appointment. Tenant agrees to attempt to remedy all of the below maintenance issues prior to notify Landlord:

a. Smoke Detector won't work when tested: Test with approved smoke detector smoke spray, replace battery.

b. Smoke Detector beeps: Replace battery, check for proper wire termination connection.

c. No power to plugs or switches: Check and reset breaker panel or replace blown fuses. Check and reset all GFI outlets (located in kitchen, bathrooms, utility rooms, and garages). Check if plug works off a wall switch.

d. Garbage disposal doesn't work: When on, do you hear a buzz? If you do not hear a buzz, hit the reset button on the bottom of the disposal and test. If you hear a buzz, turn off disposal and unplug from wall. Mounted on the side of the disposal or side of cabinet is an Allen wrench. Put the wrench in the center shaft and twist back and forth (this un-jams the disposal). Remove the object, turn back on, and test. Repeat until the object is removed.

e. No hot water: Check thermostat on tank for proper temperature setting. Check that thermostat is not set to "vacation". Check and reset breaker in power panel. Check and reset button next to thermostat.

f. Hot water is too hot: Check thermostat on tank and turn down.

g. Plumbing or fixtures leak: Turn off water fixture, turn off water at supply line and notify Landlord immediately.

h. Toilet is plugged: Plunge and test.

i. No heat: Check thermostat. Check that furnace covers are in properly. Check that a switch that looks like an ordinary light switch is turned on (located in or near the furnace room). Did you pay or disconnect the utility? Clean and replace filter and test.

j. Dishwasher won't drain: Clean food out of bottom of dishwasher.

k. Dishwasher grinds or no water is coming in. Turn off, if no water on the bottom pour two large glasses of water into the bottom and re-start. If problem continues, call Landlord and discontinue use.

l. Refrigerator too warm or too cold: Check thermostat in refrigerator is set correctly.

m. Water drips from freezer to refrigerator compartment. Remove all food and store in a cooler. Turn off refrigerator and allow it to defrost. Turn refrigerator back on and replace food.

n. No Air Conditioning: Check all circuit breakers. Clean and replace filter and test.

39. DESTRUCTION: During the time that Tenant is in occupancy of the Premises, Landlord shall have the risk of loss to the Premises (but not Tenant's property therein) resulting from fire, windstorm, hail, lightning, or like casualty, and in the event of damage or destruction from such cause, Landlord shall, at Landlord's option, repair or replace the same, or declare this Rental Agreement terminated as of the date of such loss or destruction. Should Landlord fail to promptly repair or replace any such loss of destruction, Tenant may at Tenant's option declare this Rental Agreement terminated. All rentals due from Tenant during any period the Premises are rendered un-rentable by reasons of such loss or destruction shall be abated.

40. ACCESS FOR REPAIRS: Tenant hereby agrees, requests, and authorizes Landlord to allow maintenance contractors and personnel to check out a key from Landlord with the sole purpose to gain access to the property to make necessary repairs during normal business hours unless otherwise agreed upon with Tenant and contractor. Tenant further agrees that when Tenant contacts Landlord and requests repairs, at that time Tenant received proper and sufficient notice that Landlord shall gain access to the property to make the necessary repair via a pass key.

41. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS/FIRE EXTINGUISHERS: Tenant agrees that smoke, carbon monoxide (CO) detectors (for any unit with an attached garage or fossil fuel appliance) have been provided. Landlord does recommend that TENANT purchase their own UL Listed Fire Extinguisher. If Tenant's Premises is equipped with an internal fire extinguisher, Tenant will be responsible to ensure it is in good working order, that it is maintained and care for in conformance with all manufacturer's recommended handling, use and certifications, and that Tenant understands how to properly handle/work said extinguisher. Landlord is not responsible for any internal fire extinguishers or the care, maintenance or improper use of said extinguishers. Tenant agrees that all smoke and CO detectors are in working order, and henceforth Tenant agrees to:

a. Maintain power to the Premises always

b. Check the operation of the Smoke/CO Detectors monthly

c. Replace the Smoke/CO Detector batteries as needed, but no less than once every six months

d. Notify Landlord immediately of any problem, defect, malfunction or failure of the smoke and/or CO detectors

e. Not tamper with the battery, the detector or any fire extinguisher, or disable in any way which might cause the device to work improperly

f. Replace the detectors or reimburse Landlord if detectors are damaged in any way..

Tenant also agrees that he/she will not tamper with or disable any exterior mounted fire extinguishers, and that if an exterior mounted extinguisher is found to be disable, tampered with or become missing, Tenant will immediately report the condition to Landlord. Tampering or disabling detectors and/or fire extinguishers will result in a fee of \$25. Carbon Monoxide is produced when a fossil fuel such as gas, oil, kerosene, wood, or charcoal is burned. If appliances are not working properly or are used incorrectly, dangerous levels of CO can result. It cannot be seen or smelled. Only use appliances as they are intended and report any malfunctioning appliance immediately. CO Poisoning Symptoms – At moderate levels occupants can get headaches become dizzy, mentally confused, nauseated, or faint; at elevated levels, it can cause death. If you suspect carbon monoxide poisoning seek fresh air and medical attention immediately. Should Tenant ever be concerned about the function of smoke and CO detectors or ever be concerned of gas or CO, Tenant is to call the gas company at 877-777-7442 or 911, and notify Landlord after doing so. Landlord is not responsible for CO poisoning or the proper operation/maintenance of said detectors and/or detection of CO gases. Tenant further agrees and acknowledges that it is tenant's sole responsibility to maintain and detect CO in or around the Premises and to report to Landlord any faulty detector or appliance immediately, and/or the detection of CO gases. (Idaho Code, Section 6-320(6) Upon termination of this tenancy, Landlord will replace all expired or missing smoke detector batteries or detectors at Tenant's expense, if damaged or removed by tenant.

42. TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES: Tenant shall be responsible for the following:

a. Keeping the property clean and sanitary inside and out and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the premises.

a. Reporting to Landlord items needing repair.

b. Pay for damage to Premises because of failure to report a problem in a timely manner to include high utility bills because of equipment or appliance in need of repair, such as running or leaking plumbing fixture or furnace.

c. Pay Landlord upon demand for costs to repair, replace or rebuild any portion of the Premises damaged, whether through act of negligence by Tenant, Tenant's guests, or invitees. A 10% fee of gross invoices for all labor and material arranged for and contracted by TPD Property

Management which include but are not limited to remodeling, redecorating, repair of the premises, cleaning, mowing of the premises will be charged. If a service consultation is requested and the issue is deemed no issue/no repair needed, then the tenant has to pay the service fee.

d. In the event of a "break-in, Tenant shall supply Landlord with a copy of the police report. In the absence of a police report, Landlord will consider any damage caused by alleged break-in to be Tenant caused damage.

e. Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Landlord detailing circumstances of breakage.

f. Payment of unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service call because of failure to keep appointments with repairman.

g. Be responsible for damage done by rain or wind because of leaving windows or doors open.

h. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector and carbon monoxide batteries, or Cleaning or replacing furnace filters every month. Under no circumstance should a tenant perform electrical repairs.

i. Maintain normal insect control.

j. Refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks in any plumbing fixture. Tenant agrees to pay for cleaning the drains of all stoppages, except incidents created by roots or structural defects.

k. Clearing blockages of garbage disposal not caused by mechanical failure.

l. Carpet cleaning when it becomes soiled during tenancy.

m. Routine cleaning of window coverings. Tenant agrees to pay \$7 for each window blind requiring professional cleaning upon vacating the Premises.

n. Remove and properly store all holiday decorations within 5 business days of the holiday.

o. Remove garden hoses from exterior hose-bibs/water spigots during cold weather and ensure these fixtures are completely turned off when not in use.

43. NORMAL WEAR AND TEAR DEFINED: Per Idaho State Law, Normal Wear and Tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the Premises or contents by Tenant, their family, or their guests. For the purposes of this agreement, Landlord DOES NOT consider the following items as normal wear and tear. (Mollies/screws installed in walls or more than 5 nail holes per wall, carpet cleaning, extreme traffic wear of carpet, torn, burned, or stained carpet, pet deodorizer, general cleaning, blind cleaning/repair/replacement, window cleaning, replacement of expired light bulbs, replacement of smoke detector batteries, repainting due to smoke/candle damage, broken toilet tanks, replacement of furnace filters, or ripped or marked wallpaper. (Idaho Code, Section 6-321)

At the end of each lease term, TPD Property Management will perform a lease renewal inspection prior to renewing the rental lease agreement. If it is determined that a plan of action is needed due to tenant neglect or tenant responsible repairs a \$75.00 re inspection fee will be applied to the tenant(s) account and become due upon the next month's rent due date.

44. MOISTURE ACCUMULATION: Tenant shall remove any visible moisture accumulation in or on the Premises, including all walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence: use exhaust fans in kitchen and bathroom when utilizing any fixture or object that produces steam; and keep climate and moisture in the Premises at reasonable levels.

45. NOTIFICATION TO MANAGEMENT: Tenant shall promptly notify management in writing immediately in the presence of the following conditions:

a. A water leak, excessive moisture, or standing water inside the Premises.

b. A water leak, excessive moisture, or standing water in any community common area.

c. Mold growth in or on the Premises that persists after tenant has tried several times to remove it with bleach and water solution.

d. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Premise.

e. Any electrical problems.

46. PESTS: Prior to Tenant move-in, the Premises were inspected and determined to be free of any pest infestation. Tenant is responsible for maintaining normal insect and rodent control. A clean house is the best preventative to common household pests, such as spiders, earwigs, and ants. Tenant hereby (given opportunity) certifies that they inspected the Premises at or prior to move-in and did not observe any evidence of any pests, such as rodents, spiders, earwigs, bedbugs, cockroaches, fleas, or ants and hereby stipulates that the Premises is free of any pest infestation. Tenant acknowledges that pests can be introduced to the Premises through their personal possessions, especially rodents, cockroaches, bed bugs, and fleas. If Tenant experienced a prior infestation, Tenant shall provide Landlord documentation that their

dwelling and personal property was treated and certified to be pest free prior to move-in. THE TENANT IS RESPONSIBLE FOR PROVIDING PEST CONTROL SUCH AS PEST CONTROL TREATMENTS, TRAPS, OR ANY OTHER REMEDIES TO PREVENT OR RELIEVE ANY POSSIBLE INFESTATIONS, AND WILL BE AT THEIR EXPENSE. Rodents, Cockroaches, bedbugs, and fleas introduced to the Premises can become an infestation. Tenant must promptly notify Landlord of any known or suspected pest infestations within the Premises as well as any unexpected bites, stings, irritations, or sores believed to be caused by a pest. THE TENANT IS RESPONSIBLE FOR CHARGES ACCRUED FROM PEST CONTROL AND EXTERMINATION IF THE LANDLORD CONFIRMS THE TENANT INTRODUCED THE PESTS, AND CAUSED AN INFESTATION. If Landlord confirms the presence of pests, Tenant agrees to cooperate and coordinate with Landlord and/or Landlord's pest control agents to treat and eliminate the pests. Tenant agrees to follow all directions from Landlord to clean and treat the Premises. Tenant agrees to remove any personal property that cannot be treated or cleaned. Landlord may have the right to require Tenant to vacate the Premises and remove all personal possessions at Tenant's expense. Tenant's failure to cooperate shall be in default of the Agreement and tenancy may be terminated. Tenant will be responsible for the cost of cleaning and pest control treatments if an infestation is determined DURING TENANCY OR UPON MOVE OUT. If Landlord must move other Tenants out due to the infestation within your dwelling, Tenant may also be responsible for payment of lost rent and other expenses related to the cleanup and treatment of the neighboring dwelling. If Tenant chooses to transfer to another property managed by Landlord, Tenant agrees to have their personal property treated by Landlord's approved pest control provider prior to move-in. Landlord strongly encourages Tenant to obtain Renter's Insurance that specifically covers such instances among others.

47. LOCK OUTS: Tenant agrees to pay a \$40.00 (\$95 for evenings and weekends) lock out fee should Tenant lock himself/herself out and request to be let back into the rental unit.

48. LEAD PAINT: If the property was built after January 1, 1978 it does NOT require a lead based paint addendum. If the property was built before December 31, 1977 tenant acknowledges receipt of lead based paint pamphlet.

49. NOTICES: Notice can be served to Landlord or to any address designated by Landlord. Notice begins on the day notice is RECEIVED by Landlord and must be in writing. Tenant can give notice by postal service, personal delivery or email, except as prohibited by law, or as set forth in paragraph 3 herein, either party may cancel the Rental Agreement by service upon the other, with a written thirty (30) day Notice of termination of Tenancy.

50. 30 DAY NOTICE FROM TENANT: Tenant must submit a completed 30-Day Notice to vacate statement to LANDLORD. 30-Day notices must be received on or before the 1st of each calendar month. Verbal notices are NOT accepted or honored.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Initial Here

## 3. Rental/Lease Agreement

### 3.1 RENTAL/LEASE AGREEMENT

51. HOLDOVER WITHOUT PENALTY: Tenant may holdover (extend) beyond the termination of the 30-day notice to vacate given by Tenant to Landlord without penalty if:

- a. Tenant in writing requests to withdraw the original Tenant's 30-day notice to vacate.
- b. Landlord agrees and authorizes the holdover period.
- c. Tenant must submit a new completed 30-Day Notice to vacate statement to LANDLORD with new move out date. Tenant agrees to pay holdover rents in advance. (e.g.: Tenant gave notice to vacate on November 10th and planned to be moved out by December 7th, but needed 5 more days to move. Tenant received authorization to holdover without penalty and in writing withdrew original notice and completed a new 30-Day Notice to vacate statement, to show a move out date of December 12th. On or before the December 1st, tenant must pay 12 days of pro-rated December rent or will be charged late fee).

52. HOLDOVER WITH PENALTY: If Tenant holdovers (extends) beyond the end of the Rental Agreement term or after proper 30-days' notice to vacate has been given, or beyond a different move-out date agreed to by the parties in writing, and Landlord does not authorize the holdover, rent for the holdover period shall be increased by 25% of the then-existing rental; and at Landlord's option, Landlord may extend the lease term for up to one month from date of notice of lease extension by delivering written notice to Tenant or Premises while Tenant is still holding over. Holdover rents shall be due in advance and delinquent without notice or demand.

53. EARLY DEPARTURE: If Tenant vacates prior to the 30th day of the notice to vacate, tenant may notify Landlord and surrender all keys. Tenant understands that he/she is still responsible for rent and utilities until the 30th day of the notice to vacate and/or until the end of the current Agreement term or until re-rented. It shall be the Landlord's responsibility to put forth reasonable effort to prepare and re-rent the Premises. Landlord agrees to pro-rate rent back to Tenant any rental funds collected from the new Tenants. (Also, see Section 13 of Rental/Lease Agreement.)



54. BREACH OF CONTRACT: In the event the Tenant moves out prior to the end of the lease, or is evicted due to a violation of the lease, Tenant agrees to reimburse Landlord for all costs incurred as a result of the breach. These costs may include, but are not limited to attorney's fees and lost rents, damage, cleaning, utilities, costs of collection, loss of personal property of Landlord included in this Rental Agreement, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, change of locks if keys issued are not returned or if tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees. (Also, see Section 13 of Rental/Lease Agreement.)

55. BREACH WITHIN LEASE PERIOD: In the event the Tenant breaches this Rental Agreement by failing to occupy the Premises, by moving out, or by failing to pay rents required in the Rental Agreement, the Landlord may withhold from any funds paid by Tenant the costs of re-renting the Premises, including, but not limited to, advertising fees, utilities and a rent-up fee of two-hundred-fifty dollars (\$250) in addition to any and all rights to withhold other funds as described within this Rental Agreement. (Also, see Section 13 of Rental/Lease Agreement.)

56. ABANDONMENT: Tenant shall be deemed to have abandoned the Premises in the event Tenant is personally absent from the Premises for 7 (seven) or more consecutive days while also delinquent in the payment of rent. Tenant shall be responsible for notifying Landlord of such absences from the Premises if the Tenant does not intend to abandon the Premises. For the purposes of computing damages to Landlord, Tenant shall be deemed to have given 30 days' notice of termination on the second day of the Tenant's absence from the Premises while delinquent in the payment of rent. Tenant's abandonment shall entitle Landlord to proceed as set forth in paragraph 56 herein about any of the Tenant's possessions left within or upon the Premises

57. TENANTS POSSESSIONS: Tenant hereby grants to the Landlord a lien upon all the Tenant's personal property placed within or upon the Premises, pursuant to Idaho Code, Section 45-815, to secure any and all unpaid obligations from Tenant to Landlord. In the event that the Tenant leaves any of the Tenant's personal property or possessions within or upon the Premises at the conclusion of the term hereof, or in the event of an abandonment of the Premises by the Tenant, as set forth in paragraph 56 herein, Landlord may enter into and take possession of Tenant's personal property left within or upon the Premises and store said personal property for 30 days at Tenant's Expense. Landlord will not store and shall immediately dispose of perishables and apparent trash. Tenant acknowledges that a reasonable storage rent of \$10 per day, with a minimum of \$50, shall apply to all property left on the Premises. Upon the expiration of the 30 days, Landlord shall be entitled to sell any such property at private or public sale. The proceeds of such sale shall be applied first to the Landlord's costs incurred with regard to the sale, then to the amounts owed to the Landlord, and any remaining balance to the Tenant. Landlord shall also have the option of disposing of such personal property as the Landlord deems appropriate, including donating the same to a charitable organization or placing the same for trash collection. The Tenant hereby releases the Landlord from any and all claims with regard to the Tenant's personal property in the circumstances set forth in this paragraph.

58. MOVE IN INSPECTION AND ACCEPTANCE: Tenant will perform and submit to TPD Property Management a written move-in inspection within seven (7) days of occupancy. Failure to do so waives all claims of preexisting conditions not written elsewhere in this Rental Agreement. Landlord assumes no preexisting deficiencies.

59. 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 Rental Agreement, this agreement and Tenant's tenancy here-under may be terminated upon three (3) days' notice in writing given by Landlord to Tenant. Tenant shall, by the end of the third day following the giving of any such notice, either deliver up possession to Landlord or, correct the matter in default. Should Landlord 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 shall not be required to accept such payments unless Tenant pays the entire rental in default plus attorney's fees, court costs, and service fees incurred by Landlord in said legal action up to said time. Any acceptance by Landlord of a sum less than the amount:

a. Shall be totally at Landlord's option and such payment shall be applied first to attorney's fees, court costs, and service fees incurred by Landlord in said legal action, then to rental.

b. Shall not operate to stay said legal proceeding or as any waiver of Landlord's right to possession of the Premises.

60. MOVE OUT INSPECTION: Fifty Dollars (\$50.00) is specifically deducted from your security deposit for the final inspection that will be completed after vacating the property. If the Inspector arrives for the appointment and the house is not ready and/or the utilities are not on, the inspector will leave and TPD Property Management will re-connect the utilities. The tenant, will be responsible for the cost of the utilities and an administrative fee of \$75.00 will be charged. The Move-Out inspection will be performed without the Tenant. The following requirements are necessary for the Move-Out inspection:

a. The unit must be completely vacated.

b. Every attempt to clean thoroughly prior to the inspection should be taken, for there are no follow-up inspections. Failure to comply with the above requirements and if the property requires cleaning prior to new tenants, cleaning charges will incur Tenant's expense. At no time during the inspection will estimates or costs of cleaning and repairs be discussed or promised.

61. CONDITION OF PREMISES: Tenant acknowledges that at the commencement of the term hereof, the Premises, including the personal property referred herein this Rental Agreement, were clean and in good working condition.

62. NO SMOKING: Tenant(s), guest(s), nor any other person shall be allowed to smoke on the Premises; Tenant also agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of the Rental Agreement. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to deodorizing carpet, wax removal, additional paint preparation, replacing of drapes, repairing or the replacement of carpet, counter-tops, or any other surface damaged due to burn marks and/or smoke damage. Tenant agrees to pay a minimum of \$75.00 per day, per usage for the remediation of the premises to remove all unwanted odors.

63. CLEANING: Tenant stipulates that the Premises were cleaned upon initial occupancy. Tenant shall clean and dust the Premises regularly, and shall keep the Premises, particularly kitchen and bath, clean and sanitary. Tenant agrees to keep the Premises kept clean and free from objectionable odors as determined by Landlord.

64. CARPET CLEANING: Tenant stipulates that the carpets were professionally cleaned upon initial occupancy and free of odors and stains. Landlord will provide carpet cleaning upon vacancy at the expense of the Tenant. Costs specifically for professional cleaning of carpets will be automatically deducted. Carpets that become excessively soiled or stained will be charged extra. Upon vacancy, Tenant acknowledges that Landlord will hire a carpet cleaning vendor to test the carpets for urine and that Landlord shall not honor any receipts of carpet cleaning and that Landlord will have the carpets cleaned at Tenants expense with the approved vendor of the Landlord.

65. FIREPLACE/CHIMNEY CLEANING: Tenant is responsible and agrees to:

- a. Keep the area around fireplace clean and clear at all times.
- b. Open the flue before making a fire.
- c. Never use fireplace without a screen or glass doors in the closed position.
- d. Never use more than one log at a time.
- e. Never leave fire unattended to include going to bed.
- f. Never use lighter fluid or other flammable liquids to light fire.
- g. Never burn trash, charcoal, or treated wood.
- h. Thoroughly clean and remove all debris from within the firebox, upon vacating the Premises.

Tenant acknowledges that upon vacating the Premises, Landlord shall hire a professional chimney sweep to clean the chimney at Tenant's expense

66. WINDOWS: Tenant agrees that the windows have been professionally cleaned on the inside only upon initial occupancy. At the end of this tenancy, Tenant agrees to deliver the property with clean windows. Failure to clean window will result in a charge against Tenant's security deposit. Tenant agrees not to install objects, such as tin-foil in windows.

67. DRAPERIES: It is agreed that all draperies and window covering are clean and in good condition. Upon termination of this tenancy, Tenant agrees to have all draperies and window coverings cleaned at Tenant's expense. Failure to clean window coverings will result in charge against Tenant's security deposit.

68. LIGHT BULBS: It is agreed that all light fixtures and appliances have a working and proper wattage light bulb or globe. Tenant agrees to maintain working light bulbs for all interior and exterior light fixtures during tenancy. Tenant further agrees to replace all expired light bulbs and install new prior to vacating. Upon termination of this tenancy all missing or expired light bulbs will be replaced at Tenant's expense.

69. CEILING HEAT: If Premises has ceiling heat, Tenant agrees to never drive any nails, screws, tacks or any object into the ceiling of the rented Premises.

70. SIGNS: No signs of any kind shall be displayed on or from any dwelling unit without prior written approval by landlord.

71. BICYCLES, SKATES, SKATEBOARDS, TRAMPOLINES, ETC.: Skating, riding of bicycles or skateboards, is not permitted in the parking area or driveway because of danger to themselves and others. Trampolines are not permitted on the premises.

72. NOISE AND NUISANCE: QUIET HOURS COMMENCE AT 10 PM AND CONTINUE UNTIL 7 AM. TENANT, guests, or other persons under Tenant's control shall not play upon or allow to be played any musical instrument, or operate or permit to be operated any phonograph, radio, television set, or other amplified sound system on the PREMISES between the hours of 10:00 pm and 7:00 am. No radio or sound system shall be operated in the Premises except at a low sound level. No offensive or loud noise, voices, language, or behavior is allowed. The use of fireworks, firecrackers and any type of firearms in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If Tenant(s) play musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of the Rental Agreement. Multi-unit Tenants agree to refrain from using the washer and dryer during quiet hours. Tenants agree to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, Tenants agree to notify the local authorities and file a report for said action and forward a copy of the police report to the Landlord within five (5) days. Tenant(s) agree not to move in or out of Premises during the quiet hours stated above. Tenant will be charged a fee of \$40 if Landlord is called out due to such disturbances.

73. BALCONIES/PATIOS: Patios, terrace, balconies, are designed for additional space and not storage. Storing or displaying on patios and balconies of boxes, bicycles, refuse, clothing, towels, and other belongings, which are not patio furniture, is prohibited. Patios, balconies, and windows are not to be used for drying clothes or suspending other objects. Refuse, garbage and trash shall be kept at all times in such containers and in areas approved by Landlord. Throwing any items from balconies is strictly prohibited. A gas BBQ grill may be stored or used on the patio or balcony only with the express understanding that the Tenant is solely liable for any damage resulting from such storage or use. Tenant understands that if the Premises has vinyl siding, that the BBQ grill must be used at a distance no closer than six (6) feet from

the siding and that Tenant will be held liable for any damage as the result of such storage or use. The use of charcoal barbecues is prohibited unless consent is obtained from Landlord.

74. HALLWAYS AND COMMON AREAS: Tenant agrees not to store bicycles, furniture, and any other article in hallways or common areas.

75. STORAGE: Tenant agrees not to store gasoline, cleaning solvents, or other combustible on the Premises. Tenant agrees not to store anything on or within 8 inches from water heaters and furnaces. Tenant agrees not to cover any vents of any kind throughout the PREMISES and understands that by doing so, can cause the systems not to work properly and may cause damage to the systems and/or create a safety and health risk to the tenant. Tenant will be fined \$50 and charged the cost to remove any of the aforementioned items.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. Rental/Lease Agreement

### 4.1 RENTAL/LEASE AGREEMENT

76. CRIME AND DRUG-FREE HOUSING: Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related activity, on or near Premises, nor allow such activity to be take place within or near the Premises, regardless if the individual is a member of the household or guest. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell distribute, or use, of a controlled substance. Tenant will not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Premises. Violation of the above provisions shall be a material violation of the Agreement and good cause for termination of tenancy. (Idaho Code, Section 6-303(5))

77. MEGAN'S LAW DISCLOSURE: Federal and State law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Chief of Police in the city in which that person resides or the Sheriff of the county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff. Tenant hereby acknowledges that Tenant has been provided with the foregoing disclosure and has read and understands the same. Tenant acknowledges that Landlord does not have an affirmative duty to obtain information regarding crime statistics or sex offender registration. Landlord has provided Tenant the applicable telephone numbers and website to use to perform their own due diligence. Ada County Sheriff/Boise Police Department Records division is (208) 577-3000; Meridian Police Department (208) 888-6678; these numbers are provided as a service and maybe subject to change without notice. (Idaho Code, Sections 18-8307 and 18-8323)

78. INSURANCE: Tenant is required to provide renters insurance with TPD Property Management listed as an additional interest within 3 days prior to occupancy. TPD Property Management requires minimum property liability coverage of \$100,000. TPD Property Management recommends personal property coverage as well of at least \$15,000 to protect your personal property in the event of a loss. Tenant acknowledges and is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord's insurance will not cover their possessions or vehicles and this includes flood, fire, and any other cause. It is important that the Tenant understands that Landlord's insurance company is not liable for any of the Tenant's personal property. If the provided refrigerator malfunctions, the Landlord is responsible for the repair costs of the appliance, but not of any food items lost. If a pipe breaks and ruins all of Tenant's possessions, the Landlord is responsible for the repair costs to the home, but not for any of Tenant's personal possessions. Renter's Insurance is very inexpensive and should be a priority. Additionally, Tenant is advised to extend their Insurance Policy to include coverage of Owner's property in the event loss or damage to the Premises occurs. Tenant is hereby notified that in the event of a loss or damage to the Premises or the property within, due to Tenant negligence or Malfunction of Tenant's property, (such as a washing machine or refrigerator), Tenant is responsible for all damage and loss to the Premises to include but not limited to: cleanup, repairs, and replacement expenses to restore Owner's Property and Premises to original condition. Common examples are Tenant supplied washing machines that leak causing a water loss and Tenant caused fires due to carelessness with cigarettes and other combustibles.

79. WATERBEDS AND FISH TANKS: Waterbeds and fish tanks are NOT allowed without written permission from Landlord. Tenants must provide Landlord with a copy of the RENTER'S INSURANCE POLICY that specifically insures accidents and/or damage caused by waterbeds or fish tanks and has Landlord named as an additional insured.

80. TELEPHONE NUMBERS AND EMPLOYMENT: Tenant agrees to furnish to Landlord a home telephone number within two weeks of occupancy. Tenant also agrees to furnish Landlord any change in employment and employment phone numbers within (3) days.

81. CC&Rs and ASSOCIATIONS: Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decisions of Landlord's association or Landlord, which are at any time posted on the Premises or delivered to Tenant. Tenant shall pay any fines or charged imposed by Landlord's association or other authorities due to any violation by Tenant, or the guests or licensees of Tenant. If TPD Property Management receives a letter from an owner, who has received a letter from their HOA, TPD will charge the tenant \$25 (twenty-five dollars) regardless of what the letter is for and even if the tenant has already complied with the request. HOA violations must be addressed with the administrative time and cost to put the corrective action in motion to ensure the HOA request is met including notifications to the owners and communication with the HOA.

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

83. ALTERATIONS: Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. No repairs, decorating, or alterations shall be done by Tenant, without Landlord's prior written consent. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters. No nails, screws or other fasteners may be nailed, screwed or otherwise placed in the doors, exterior siding or woodwork. Tenant agrees not to use tape or use adhesives to adhere any object to any surface of the Premises, such as refrigerators, doors, walls, or siding. Tenant shall hold Landlord harmless as to any mechanics' lien records or proceeding caused by Tenant and agrees to indemnify Landlord in the event of any such claim or proceeding.

REASONABLE ACCOMMODATION: Tenant is requesting some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a Tenant with a disability in taking advantage of a housing program and/or dwelling.

REASONABLE MODIFICATION: Tenant is requesting an alteration to the physical Premises allowing a person with a disability to overcome obstacles that interfere with Tenant's use of the dwelling and/or common areas.

84. SATELLITE DISHES: Tenant understands that any installation of a satellite dish requires Landlord's approval prior to installation. Any equipment attached to buildings is not allowed and could result in a fine of up to \$500 in addition to all repairs necessary to restore the building to its original condition. Prior to any authorization of the installation of a satellite dish, a deposit of \$100 must be paid by Tenant if required by LANDLORD.

85. OWNER/ AGENT SHALL NOT BE LIABLE: Landlord shall not be liable for damages or losses to persons or property caused by other residents or persons. Landlord 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 negligence of the Landlord. Landlord REQUIRES that Tenant secure insurance to protect against the above occurrences.

86. SEVERABILITY: If any provision hereof shall be held by any Court to be unlawful, all of the remaining provisions of this Rental Agreement shall remain in full force and effect.

87. ALLOCATION OF FUNDS: Monies paid by Tenant shall be applied in the following order (Idaho Code, 6-321):

- a. Non-Sufficient Fund Fees, Late Fees and/or service fees
- b. Tenant Caused Billing
- c. Past Due Utilities
- d. Attorney Fees
- e. Tenant caused property damage
- f. Past Due Rent, oldest month to newest

88. MILITARY CLAUSE:

The Tenant in this Agreement are NOT members of the military and do not require a military clause. Additionally, Tenant agrees to notify Landlord in advance and in writing, if anyone living on the Premises joins any branch of the military.

The Tenant in this Agreement are members of the military and will be released from the Agreement if military orders command them to relocate to an assignment farther than 20 miles from the Premises. Tenant is responsible to provide a copy said orders and submit written 30-days' notice, all rents due for that time, plus the repayment of any rental/lease incentives for the current rental term.

89. POSSESSION: If Landlord is unable to deliver possession of the premises at the commencement hereof, rent shall be prorated until such time as Landlord delivers possession. All other terms of this Agreement shall remain in full force and effect and the term shall not be extended. In no event, shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered with 10 days of the commencement of the term of the Agreement, tenant may terminate this agreement by giving written notice to Landlord, and any funds paid be tenant to Landlord shall be refunded to the tenant.

90. COLLECTIONS & CREDIT REPORTING: Tenant understands and acknowledges that if the Tenant fails to fulfill the terms of their obligations within this Rental Agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit reporting agency and TENANT agrees to pay collection fees in the amount of 35% (.35) of the outstanding account balance prior to legal proceedings and 45% (0.45) of the outstanding account balance if legal action is taken.

91. SECURITY: Tenant acknowledges that landlord is not promising security of any kind. Tenant further acknowledges that landlord does not warrant or guarantee the safety or security of any tenant, occupant, invitee, guest, or possessions. Tenant acknowledges that landlord does not warrant or guarantee effectiveness of operability of security devices or measures.

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

93. NON-WAIVER CLAUSE: Landlord's failure to strictly enforce individual terms of this agreement does not constitute waiving the LANDLORD'S right to enforce the specific term, condition or policy.

94. ATTORNEY FEES: If Tenant defaults in the performance of any obligation under this Rental Agreement, Tenant shall pay, in addition to any other sums owed, Landlord's reasonable attorney's fees and other cost related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by Tenant to enforce Tenant's obligation under this Rental Agreement, whether or not the Rental Agreement is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court. Landlord and Tenant expressly contract that, if it becomes necessary for Landlord to commence a legal action to recover possession of the Premises by reason of nonpayment or other breach of the Rental Agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees incurred by Landlord in bringing such action to recover possession, and agrees that the Court may award such attorney's fees as costs in such legal action.

95. SERVICE FEES: Tenant agrees to pay \$75 for each notice of eviction delivered to the property by Landlord.

96. INTERPRETATION OF CONTRACT:

- I do not need an interpreter and can understand the Rental Agreement in its entirety.
- I have provided an interpreter for renting the property and interpreting the rental contract.

97. MORTGAGE: The premises may be mortgaged or may be subject to contract or deed. Tenant agrees that the right of the holder of any present or future mortgage or contract for deed is superior to the Owner's Right and in the event of a foreclosure; the Grantor or Trustee has the right to terminate TPD Property Management's management agreement without notice. In the event of a foreclosure, Tenant understands that TPD Property Management may be required to surrender all funds held on behalf of the Tenant to the Grantor or Trustee and Tenant hereby agrees to hold TPD Property Management harmless of all claims and to enter into a new Landlord/Tenant relationship with the Grantor or Trustee.

98. CO-SIGNER: By affixing signature below, co-signer promises to guarantee the Tenants compliance with the financial obligation of the Rental Agreement. Co-signer understands that he/she may be required to pay: current rent, past due rent, collection costs, non-sufficient funds charges, court costs, late fees, lease fees, advertising costs, cleaning, repairs, or costs that exceed Tenant's security deposit. Co-signer further agrees that Landlord will have no obligation to report to Co-signer should Tenant fail to abide by the terms of the Rental Agreement and waives presentment, demand, protest and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which cosigner might otherwise be entitled. Co-signer recognizes that Landlord has agreed to rent to Tenant only because of this guaranty and that the continued validity of this guaranty is a material term of this Rental Agreement. Co-signer further understands that if Landlord and Co-signer are involved in any legal proceeding arising out of this Rental Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any cost reasonably necessary to collect a judgment. Co-signer understands that this will remain in force through the entire term of the Tenant's tenancy, even if their tenancy is extended/or changed in its terms. The following items are required to remove a co-signer from a renewal Rental Agreement.

- a. Co-signer must remain on the Agreement for a minimum of 1 year.
- b. There can be no late rent payments.
- c. No disconnect notices from any of the utility companies.
- d. No lease violations during the lease period.
- e. There can be no balance owing on the account.
- f. Landlord must do an inspection to confirm that the Premises is properly maintained.
- g. Landlord's leasing supervisor must approve.

99. COPIES: The lease will be available via the tenant portal, if the Tenant requests a hard copy the Tenant will be billed \$25.00 for each copy of the fully executed contract. All other requested documents will be billed at a to be determined and mutually agreed upon rate.

100. LEASE TRANSFER: Any tenant may transfer their lease agreement to another party, after an approved application has been processed through the management office. This process requires the tenant to find that individual to take over the lease. This process has a \$250.00 lease transfer fee due payable to the management office prior to the transfer taking place.

101. LANDLORD IS AN EQUAL OPPORTUNITY HOUSING PROVIDER: Landlord fully complies with the Federal Fair Housing Act. Landlord will not and does not discriminate against a person because of race, color, religion, national origin, sex (gender), disability, familial status, or sexual orientation/gender identity. Landlord shall also comply with all state and local fair housing laws.

102. ATTACHEMENTS: The undersigned tenant acknowledges by signing this agreement, the Tenants have received and are incorporated into this agreement.

Homeowners Association Covenants, Conditions, Regulations, and Rules. (these are for your guidance only. Landlord does not manage the HOA or have control of the CC&Rs and Rules they publish)

103. UTILITIES MUST BE IN TENANT'S NAME PRIOR TO RECEIVING KEYS. KEYS WILL NOT BE GIVEN UNLESS THIS STEP IS COMPLETE. Please note: If the water, sewer, and trash bill is billed through The City of Kuna the bill will remain in owner's name and TPD will forward to the tenant via the mail.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Sign and Accept

### 5.1 RENTAL/LEASE AGREEMENT

**SIGN AND DATE:** By signing below, the Tenant acknowledges receipt of a complete copy of this Rental Agreement with all blanks filled in.

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed