



CHAPMAN PROPERTIES, INC.
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FULL SERVICE
PROPERTY MANAGEMENT
SINCE 1985

FILE NO:

CHAPMAN PROPERTIES LEASE AGREEMENT

IN CONSIDERATION of payment of the rental and the covenants contained herein on the part of TENANT, LANDLORD hereby rents and demises to TENANT the following described property, situated in _____ (city) <u>Ada</u> (county), Idaho.		LEASE DATE:
ADDRESS OF PROPERTY:		
NAME(S) OF RESIDENT(S):		The residence will be occupied by no more than ___ persons. () residents over 18 () residents under 18

MINIMUM LEASE TERM		MONTHLY RENT	SECURITY DEPOSIT	PET FEE
BEGINNING	ENDING			
		\$ _____ Due by 1 st of each month no Later than the 5th	\$ _____ \$50.00 non-refundable Administrative fee	\$ <u>250.00</u> Non-refundable pet fee per pet

Tenant is obligated to rent the premises for the minimum term stated above. Should tenant fail to occupy the premises for such minimum term, such shall be a breach of this agreement, and tenant shall be liable for Landlord's damages resulting from such breach. Damages include, but are not limited to, any early move out penalty, administrative fees, advertising and the cost of re-renting the premises. Tenant shall give agent thirty (30) days' notice in writing, prior to the termination date of lease. Resident's Initials X _____ X _____

RETURNED CHECK FEE: \$25.00 Plus appropriate late/service fees	LATE FEE FOR RENT RECEIVED AFTER THE 5 th OF EACH MONTH: \$45.00 Applies after 5:00 p.m. on the 5 th of each month. An additional \$5 per day will accrue until all rent is paid in full.	IN OFFICE NOTICES SERVED UPON TENANT WILL BE CHARGED A SERVICE FEE OF: \$30.00 Due upon receipt	# of Keys given to Tenant upon Move-in: All keys must be returned upon vacating premises, or re-key charges will apply
PERSONAL PROPERTY INCLUDED:		EXTERIOR MAINTENANCE:	

By initialing each section in this agreement, Tenant understands and agrees to all terms, conditions and provisions herein.

Owner, by and through its authorized agent, CHAPMAN PROPERTIES (together: "Landlord"), in consideration of the mutual covenants and Agreements contained herein, hereby rents to Resident the above-described Premises:

1. Term.

1.1 **Minimum lease term.** The Resident is obligated to lease for the Minimum Lease Term. The Minimum Lease Term obligation will commence on and be completed on the dates stated above. The failure by the Resident to occupy the Residence for any reason for the entire Minimum Lease Term is a breach of this Agreement, and Resident will forfeit all Deposits and be liable to Landlord for any damages resulting from such breach. Resident further understands that should it become necessary to break this agreement prior to the end of this agreement's term there are two buy out options available: (1) If more than one day over three months remain of the current lease term, resident agrees to forfeit security deposit and pay, upfront in certified funds, the equivalent of three months rent to be released from this contract without any further obligations, or (2) if less than three months remain of the lease term, resident agrees to pay off balance of lease upfront in certified funds. If neither of these terms are met, lessor will remain liable for all damages incurred to the property, to include but not limited to rent, advertising, cleaning, maintenance and all of applicable move out charges.

1.2 **Automatic lease renewal after initial fixed term.** After expiration of the Minimum Lease Term, this Agreement will renew itself for an additional term of the original lease, with a 5% increase in monthly rent at the management's discretion. This means if you sign a 1 year lease, this agreement will automatically renew for another year unless resident submits a written 30 day notice 30 days prior to the expiration of original lease term. All other obligations in this agreement apply. Month to month agreements may only exist by written request and approval in writing by management, and must be requested prior to the end of the lease term. A "month" for purposes of this Agreement means a calendar month. Month-to-month contract rents will automatically increase by \$50 of the original contracted rent. The automatic renewal process will remain in effect throughout the entire term of residency or until a written 30 day notice has been delivered to management in accordance to this lease agreement.

1.3 **Obligation to pay rent continuous.** The Resident's obligation to pay rent will continue until terminated in the manner set forth in this Agreement.

1.4 **Notice of Non-Renewal or Termination.** If Resident intends to vacate at the end of the Minimum Lease Term, Resident must provide written notice of the non-renewal at least 30 days prior to the end of the term. Failure to do so will result in forfeiture of security deposit. Thereafter, either party may terminate the Agreement as provided in Section 6, below.

2. Rent, Deposits and Fees.

2.1 **Rent due on the First (1st).** Rent is due at the place designated in Section 2.3 on the first day of each calendar month. Mailed rent or rent left in the drop box rent must be received by 5:00 p.m. on the 5th of each month to avoid late fee charges of \$45 and \$5 a day everyday thereafter. It is understood that there is no exception to this rule. To include weekends and holidays. **Landlord will not be responsible for cash delivered through the mail or mail drop.**

2.2 **Rental payment.** As rental for the subject Premises, Resident agrees to pay Landlord the above Rent sum per month, to be paid by **CHECK or MONEY ORDER, E-CHECK, CREDIT CARD OR DEBIT CARD VIA WWW.CHAPMANPROPERTIES.NET** Resident will pay the exact amount due, and the Landlord will not be required to make change or accept any partial payments from tenant. Any amount tendered that exceeds the amount due will be applied to the following month's rent. All payments tendered will first be applied to any outstanding charges in the order they were incurred, if any, and only then to the current rent owed. Rent for the first and last month will be prorated on a daily basis except when rent for the first and last months has been paid upon the execution of this Agreement.

2.3 **Place of Payment:** Rent will be paid at **4619 W Emerald Street, Suite 101, Boise, ID 83706** or at such other address as Landlord may from time to time designate in writing as the place for payment of rent.

2.4 **Deposits.** The above Deposit with Landlord by Resident will be used as a security deposit and may be commingled with other funds. Upon the Resident vacating the Premises with proper notice to Landlord, the deposit will first be applied to administrative fees, damages, cleaning and then only to rent. Any remaining balance will be returned to the Resident within thirty (30) days after the Residence has been vacated. However, if the Resident terminates the tenancy prior to the end of the Minimum Lease Term, the Resident forfeits all deposits. **Resident cannot apply the Deposit as payment of last month's rent.**

2.5 **Fees, Charges.** Resident agrees to pay all administrative fees and charges as provided above. **Chapman Properties is not responsible for contacting residents on late payments. It is solely the resident's responsibility to ensure payment is received on time. The first notice a resident will receive for late rent will be a legal 3-day notice as required by law. All payments made will be first applied to back balance and fee's owed to include current month's late fees if applicable.**

2.6 **Returned Checks.** All checks returned for insufficient funds must be redeemed in cashiers check or money order. An administrative fee of \$25 will be added to the rent due for any such returned check, plus appropriate late charges and service fees. If the Resident has more than two (2) checks returned for insufficient funds within any twelve (12) month period, the Resident must pay all rent thereafter in cash or money order.

2.7 **Additional Rent.** All sums payable by Tenant or which are at the expense of the Landlord hereunder are deemed to be rent and, if not paid, Landlord shall have with respect thereto all the rights and remedies provided for herein and by law for the nonpayment of rent.

2.8 **Refund of Security Deposit.** In order to receive a refund of your security deposit (excluding the \$50.00 non refundable administrative portion), the following conditions must be met:

2.8.1 Tenancy for length of lease. You must give a (30) thirty day written notice. (These notices are available at Chapman Properties along with a checklist to assist you).

2.8.2 There must be no damage to the unit.

2.8.3 The unit must be clean enough for immediate occupancy by another tenant. Pay close attention to the items on the move-out checklist. (This checklist is only to assist you, and may not include everything that applies to your particular property). Pay close attention to the following areas:

Sinks and countertops must be clean

Cupboards and drawers must be emptied and washed out

Range and oven thoroughly cleaned including vent and filter

Refrigerator and all other appliances must be thoroughly cleaned (move refrigerator)

All lights, fixtures, windows, walls, floors and edges

Tub, shower, sinks, walls, lights, vents, floors, cabinets, drawers, edges and mirrors

All carpets must be vacuumed and PROFESSIONALLY cleaned (contact Chapman Properties for a referral). You must also provide Chapman Properties with a copy of your receipt in order to prove the carpets were cleaned professionally. Carpets are NOT to be self cleaned (i.e. rug doctor).

2.8.4 If resident fails to comply with the above mentioned requests and landlord is required to cure said failures, landlord shall be entitled to an additional security service fee of \$25 per contracted job. (carpets, cleaning, maintenance, lawn service etc.)

The landlord shall make any written statement by mailing said statement to the last known address of the tenant. Disputes about security dispositions must be made in writing within 60 days from the date of the disposition notice or tenant shall relinquish all rights to further action.

3. Occupancy.

3.1 **Maximum occupancy.** The Residence will be occupied as living quarters by no more than ____ persons. Only those persons who have signed this Agreement and their minor children (including foster and step children) may reside there.

3.2 **Guests.** Guests may stay for a maximum of two (2) weeks without prior approval by the Landlord. If such persons cumulatively or consecutively stay in the Residence or on the Premises for more than two (2) weeks within a twelve (12) month period, the Landlord may require them to sign this Lease Agreement. Should additional occupant(s) be found without Landlord's prior approval, rent will be increased by 1/3 of the current rent. This is not an automatic approval of illegal tenant. Any additional occupants must be approved through the application process.

3.2 **Co-Residents.** Any Co-Resident vacating the Residence must sign off the Lease Agreement at (agents choice) or continue to be liable under this Agreement. An administrative fee will be charged for each change in Co-Residents in the amount of \$50.00 (one-time administrative fee).

3.3 **Limitation on Use.** The Residence shall be used exclusively as a single-family residence by the above named person(s) only, and for no other purpose.

No pets permitted [] Pets permitted [] (Check one).

Breed(s)

Names(s)

PITBULLS & ROTWEILLERS NOT ALLOWED

3.4 **Pets.** No pets or animals are permitted unless there is prior written approval by Landlord. **Resident agrees to pay an additional Pet fee of \$250 per pet**, if Pets are allowed and sign a separate pet agreement. A violation of the pet agreement will be considered a default under this Lease Agreement. If pets are permitted only those kind and number listed below are permitted:

Tenant is responsible for the pet fee as stated above for each approved pet. Tenant may also be required to sign a separate pet agreement and provide Chapman Properties with a picture of said pet(s) before moving in. **Tenant agrees not to bring a pet on the property at any time without prior written permission from Chapman Properties. If tenant subsequently obtains a pet or pets and brings pet(s) on to the property or into the rental without the prior written approval from Chapman Properties at any time, Tenant will be liable for all damages caused by pet(s) plus a penalty of \$250.00 per pet, as well as an automatic increase in rent by no less than \$25 per month, to be paid with the following months rent. If this fee is not paid Chapman will 1st apply rent to fee and then rent. This is a non-refundable penalty, and does not give Tenant permission to keep said pet(s). In addition, such action by Tenant(s) will constitute grounds for termination of occupancy and Tenant may be issued a three (3) day notice to vacate the premises. This charge will become rent due and payable the following month. Do Not under any circumstance bring an unauthorized pet on the property as there will be no exception to this rule.**

4. Utilities.

4.1 **Resident's responsibility.** The Resident will pay in full all utilities, except those listed in Section 4.2. The Resident agrees to place utilities in Resident's name upon occupancy of the Residence and not to remove Resident's name until the termination date as evidenced by a proper thirty (30) day written notice. **Should tenant fail to put utilities in their name within 48 hours of lease signing/move-in date, an automatic \$50 fee will be posted with NO EXCEPTIONS to resident account and tenant will also be charged \$30.00 per reminder notice sent by Landlord.** The Resident further agrees to notify the Landlord of any interruptions of utility services to the Residence prior to such interruption. Any damages or loss incurred to the Resident's failure to pay utilities, or to inform the Landlord of any shut off, will be the responsibility of the Resident. The Resident will hold the Landlord harmless for utility charges incurred by the Resident.

4.2 **Utilities provided by Landlord.** The Landlord will furnish the following utilities, and no others: _____ If any utilities are furnished, Resident agrees to exercise diligence in conserving said utilities. If Resident's usage, in the opinion of the Landlord, is excessive, the Landlord may impose extra charges for such excessive usage.

5. Default and Eviction.

5.1 **Termination upon three (3) day notice.** In the event of Tenant(s) non-payment of rent, or a breach of any of the other terms, conditions or regulations of this agreement, the Tenant(s) tenancy under this agreement may be terminated upon three (3) days notice, in writing, delivered by agent to Tenant(s). The matter in default shall be corrected by the Tenant(s) prior to the end of the third (3rd) day following delivery of said notice. Acceptance by Agent of any amount shall be entirely at Agent's discretion, and such payment shall be applied first to administrative fees, attorney's fees, court costs, and service fees incurred by Agent in said legal action, then to rent. Tenant(s) will be charged \$30.00 for the preparation and service of any in-office notices as stated above.

5.2 **Legal action by Landlord.** Should the Landlord institute an unlawful detainer or any other legal action to recover possession because of non-payment of rent, and should Resident tender payment after commencement of such action, the Landlord may require Resident to pay all actual administrative, attorney's and service fees, court costs and moving and storage costs incurred by Landlord and also the entire rent in default. Acceptance by the Landlord of any or all amounts will be at Landlord's option and will not operate to stay said legal proceedings or act as a waiver of Landlord's right to possession of the Residence, unless specifically waived in writing by the Landlord. The Landlord need not dismiss an unlawful detainer action, even if the full sum is paid.

5.3 **Management eviction costs.** Should a staff member of C.P. Inc be required to attend an eviction court hearing for non-payment of rent, or any other reason, resident will be charged a trip fee of \$30 per hour and fee will be charged against residents security deposit.

6. Termination.

6.1 **Termination upon 30 day notice.** 30 days prior to the expiration of the Minimum Lease Term, either party may terminate this tenancy by giving **notice in writing at least 30 calendar days prior** to the date that the Residence will be vacated and this tenancy terminated. All notices must be received by the 3rd day of the month for that months-end move-out. Resident will remain responsible for rent until the termination date. Said termination must be given so that the move-out date coincides with the last day of the month. Any move-outs in the middle of the month may result in that tenant being held responsible for the entire months rent. Resident remains responsible for all utilities until the date of termination. In the event of default by the Resident, Landlord may terminate this Agreement pursuant to Section 5.

6.2 **Liability upon vacating without notice.** If Resident vacates the Residence without proper 30-day notice pursuant to Section 6.1, Resident will be liable for 30 days rental from the date that Landlord first becomes aware of the termination. Resident remains liable for all damages and utilities until Landlord has become aware of the termination and taken possession. If the Landlord has re-rented the Residence to another paying Resident, Resident owes rent only for those days the Residence has been vacant.

6.3 **Turning all keys in prior to vacancy.** All keys provided to tenant at move-in must be returned upon vacating the premises on the last day of written 30-day notice. Failure to return keys to agent will result in a daily charge of \$20 plus Rent will continue to accrue until all keys are turned in. Should tenant(s) fail to turn in any and all keys to the premises, tenant will be responsible for all costs incurred from re-keying the

premises. Leaving keys or garage door openers in the unit is unacceptable and will result in above mentioned fee's until agent recovers all keys to property.

7. Landlord's Agreement.

7.1 **Peace and Quiet.** For as long as Resident is not in breach or default of this Agreement, Landlord will not interfere with Resident's peaceful and quiet enjoyment of the Residence.

7.2 **Risk of Loss.** Landlord will have the risk of loss to the Residence, except Resident's property therein, resulting from fire, windstorm, hail, lightning, or like casualty, and in the event of damage or destruction from such cause, Landlord will at Landlord's option repair or replace the same, or declare this Agreement terminated as of the date of such loss or destruction. Should Landlord fail to promptly repair or replace any such loss or destruction, Resident may at Resident's option declare this Agreement terminated. All rent due from Resident during any period the Residence are rendered untenable by reason of such loss or destruction will be abated.

8. Resident's Agreement.

Resident agrees:

8.1 **Application.** The Application for this Lease Agreement is a part of, and the information given therein is true and complete. If any part of said information is incorrect, Landlord, at Landlord's option, may terminate this Agreement and/or exercise any other right available to Landlord.

8.2 **Condition and Inventory.** All personal property (if any) now upon the Premises will remain on the Premises. The Premises, including but not limited to the Residence, are clean and in a good state of repair, with all appliances, plumbing, and light fixtures in working order, and clean filters in the heating system where applicable.

Any exception will be noted on inventory sheet or brought to the attention of Landlord or Landlord's agent within three days after taking possession. Tenant agrees to fill out and sign said inventory sheet within seventy two (72) hours from the date of move-in. It is understood that tenant(s) accept the premises in "as is" condition and will be held responsible for any and all damages upon move out in and around the property once inventory sheet is turned in. "As is" means that should tenant fail to turn in inventory sheet, even if the damage was present prior to current Tenant(s) move in. It is very important that this inventory sheet is filled out entirely and turned into Landlord within seventy two (72) hours.

8.2.1 **As Is** Property is in as is condition and landlord will not be obligated to do any additional work to the unit cosmetically in nature after the signing of this agreement.

Smoke detectors are in proper working order and Resident will continue to provide electricity for such detectors either through batteries or the public power company as applicable.

8.3 **Use** (failure to comply with any of the provisions below will be considered a default):

8.3.1. **No excessive noise.** Not to play or operate any musical instrument, radio, television, stereo or other machine loud enough to unreasonably disturb other Residents or neighbors. Not to have gatherings, parties or to make noise of any kind loud enough to be heard by other Residents or neighbors during the hours before 8 a.m. or after 10:00 p.m. Not to install outdoor radio, CB, satellite or television antenna in or about the Residence or Premises without Landlord's prior written approval. Any complaints of parties will result in immediate eviction from the premises.

8.3.2. **No subletting.** Not to sublet dwelling or any part thereof without the prior written permission of Landlord.

8.3.3. **No illegal activities.** Not to use the Residence or Premises for any unlawful or immoral purposes. Not to violate any regulations of the Board of Health, City or County ordinances or other State or Federal laws of whatever nature. The covenants contained in the paragraph herein, once breached cannot afterward be performed, and in that case, the lease may be terminated and unlawful detainer proceedings may be commenced.

8.3.4. **No signs.** Not to post any signs or advertising material at any location in or upon the Residence or Premises.

8.3.5. **Motor vehicles.** Not to repair vehicles, nor to keep broken down or abandoned vehicles on the property. (Automobiles left unattended and parked in the same place over seven (7) days will be deemed abandoned.) Not to park or allow anyone else to park any motor vehicles, RV's or trailers on any lawn areas. (Any damage caused due to parking or driving on lawn will be the Resident's expense). Landlord will serve a three-day notice upon Resident and, if not cured, Landlord will have said automobile towed away at Resident's expense. Tenant also agrees not to bring or store non-working vehicles(s) or unlicensed/registered vehicles on the property or it will be towed at tenant's expense.

8.3.6 **No damage.** Not to damage or permit damage to the Residence or Premises, including floors, walls, fixtures and furnishings contained therein and to pay for any loss, damage or breakage thereto, including but not limited to all broken, cracked or splintered glass, torn screens, damaged doors.

8.4. **Obey Rules and Community Policies.** To abide by such reasonable rules and regulations as the controlling Homeowner's Association may from time to time establish for all Residents and/or Members of the Association. (Community Policies).

8.4.1 **Satellite Dish. Non-refundable deposit.** If home owner and/or home owner association permit a satellite dish to be installed, resident agrees to pay a \$100 non-refundable fee to management prior to installation of said dish to cover removal & repair upon vacating the home.

8.5 **Quiet Enjoyment for other Residents.** Not to interfere with the right of other Residents to peace and quiet, not to allow offensive odors, to park properly and to use common areas properly. Not to use abusive language, threaten, or physically assault other Residents, the Landlord, Landlord's employees or representatives, or allow any such behavior from Resident's family or guests. (Such action will constitute a material breach and grounds to terminate occupancy and a notice may be issued to vacate the Residence.)

8.6 **Renter's Insurance.** To obtain renter's insurance at Resident's expense or suffer any loss that might occur whether deliberate or accidental. Landlord is not an insurer of the person or property of Resident. Under no circumstances shall Chapman Properties be deemed responsible for any damage, loss or stolen property of Tenant or Tenant's guests hereunder. It is strongly recommended by Chapman Properties that Tenants obtain rental insurance to cover the cost of any damaged, lost or stolen personal property.

8.7. **No Smoking.** Not to smoke, or allow others to smoke, in the Premises, and to pay for all damages to the Premises caused by smoking. In addition, if tenant or tenant's guests smoke outside, all cigarette butts must be contained and disposed of on a regular basis. Upon move-out all butts must be disposed of or a fine of \$20.00 will be charged to tenants for cleanup.

8.8 **Normal Wear and Tear Defined.** According to 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 the tenants, their family, or their guests. For the purposes of this agreement, Chapman Properties, Inc. DOES NOT consider the following items as normal wear and tear and includes but is not limited to: 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, replacement of furnace filters, repainting due to smoke/candle damage, or any paint damage to walls other than small nail holes within reason, broken toilet tanks, replacement of furnace filters, or ripped or marked wallpaper, yard damage due to neglect or failure to maintain.

8.9 **Copies** Resident agrees by initialing residents agreement, that they have been provided copies of this signed agreement and inventory move-in sheet. Chapman Properties is not responsible for lost or stolen documents and is not required to provide additional copies of said documents to residents at a later date. If Documents are requested and Chapman Properties provides additional copies, a fee of \$5.00 will be paid Prior to residents receiving said documents.

8.10 **Rental Verification.** Chapman Properties charges \$25.00 for all rental verifications on the residents behalf. No rental verifications will be given until fee has been paid in full. All verification requests must be done in writing and provide a signature for authorization to release information.

9. Care and Maintenance.

Resident will keep the Premises clean and orderly. Tenant(s) shall make no alterations to the property without the management's prior written permission. All non-emergency repairs shall be remitted in writing to the above-mentioned address with appropriate contact information and permission to enter. Non-emergencies will be scheduled within seven days of management receiving such request.

9.1. **Garbage Removal.** Resident agrees to maintain the property in a clean and sanitary condition, not to store unsightly items around the exterior of the Residence or Premises and to have all trash and garbage removed from the Residence each week. Landlord will solely determine what is considered unsightly. All garbage is to be placed in a suitable, substantial, non-leaking, covered container and placed out for pick-up by the trash removal company. After first giving a three day notice to Resident, should Landlord then be required to have trash and/or garbage removed from the Premises it will be at Resident's expense.

9.2. **No Nails, screws, tacks.** No tacks, nails or screws will be driven into walls or woodwork, except small picture hangers. Upon vacating the Residence, Resident will remove all nails, screws, tacks and the like and fill all holes. If the appearance of any wall is unsightly because of an excessive amount of holes and/or unfilled holes, Resident will pay for having said wall(s) resurfaced and repainted by a professional.

9.3 **Paint.** No paints or stains are to be applied to woodwork, walls, floors or ceilings without prior written approval, and only upon such conditions as Landlord may impose.

9.4 **Repairs.** All needed repairs or maintenance will be reported to the Landlord immediately in writing. If appointments are made by staff members or contractors and residents fail to appear as agreed, resident will be charged a "trip fee" of \$25 to be paid the following month prior to rent. If resident calls in a work order we will assign the repairs to a contractor who will let you know when they will be coming to do the repairs regardless of the resident's schedule within 24 hours notice. Resident will not make repairs or contract for repairs or maintenance without prior written approval. Repairs or maintenance made without approval will not be subject to reimbursement and are solely Resident's expense. Any damage caused by unauthorized repairs or neglect in reporting needed repairs or maintenance promptly will be at Resident's expense. If a repair is approved by the Landlord for the Resident to complete, Resident may not deduct the expense from the rent, but

rather Resident will submit a valid receipt and bill to the Landlord for reimbursement. Any such job started by Resident and not completed (within (7) working days) will be completed by an appropriate contractor to be hired by Landlord, and Resident will be liable to Landlord for the expense of finishing said project. Resident will be responsible for repair or replacement, as required, of damages or breakage caused by visitors to whom the Resident is acting as host. Landlord will be responsible for major repairs to the Premises, except repairs caused by the acts or omissions of Resident or Resident's guests.

9.5. **Keys, Locks.** Any changes, alterations or additions to existing locks require prior written approval by Landlord. Should Resident misplace or lose the key to the Residence and become locked out, Landlord may charge Resident to open Residence and/or to provide a key to Resident or the Resident may at his own expense call a Locksmith. Any damages caused by break-in by Resident will be Resident's expense. Upon vacating the Residence ALL keys will be returned to the Landlord. In the event all keys are not returned the locks will be changed at Resident's expense. **Rent will be charged until Landlord receives all keys.**

9.6 **Plumbing.** Resident is responsible for unplugging drains, toilets and sinks and for preventing freeze damage to any pipes. Unless it can be ascertained that blockage or damage to the plumbing was not Resident's fault, Resident will be required to pay to have pipes repaired or unplugged.

9.7. **Inspection.** Landlord or Landlord's assignee may enter the Residence at any time to make repairs or conduct inspections. Landlord must give reasonable notice of intent to inspect or show the Residence to prospective buyers, which will include, but not be limited to, the hours of 7:00 a.m. to 8:00 p.m., Monday through Saturday. Resident agrees that 24 hours notice is reasonable, but that Landlord may give less notice if reasonably required. Landlord may show the Residence to prospective Residents without notice, if the current Resident has submitted a written 30 day notice to vacate the Residence. TENANT understands and agrees that LANDLORD will make pet inspections, as needed, without notice given to TENANT, to ensure that no pets will be brought onto/into the premises without written permission

9.8. **Yard Care/Exterior Maintenance.** Resident will remove snow and ice in accordance with any applicable city or county ordinances. If Resident is responsible for yard maintenance (stated above), Resident will also maintain all garden areas, the lawn, flowerbeds and shrubbery, including mowing and watering the lawn. Shrubby must be trimmed no less than once a year and is solely the residents responsibility. If Resident fails to maintain the aforementioned in a reasonable manner and the deficiencies have not been corrected, after three days notice, Resident will be in default. Landlord is then authorized by the Resident to hire a contractor to correct the deficiencies and charge Resident for any expenses so incurred, to include a \$25 administrative fee for arranging the service. Resident will not make any changes to the landscape without prior written approval. **Maintaining the yard, if responsible, is crucial to a successful landlord /tenant relationship. We take the care of your yard very serious and will not hesitate to enforce said clause. 3/4th of resident problems stem from lack of yard care. Please take pride in where you live and we will take pride in you as a resident.**

9.9. **Pest Control.** The tenant is responsible for normal pest control of indoor insects, pests & rodents.

- Insects & pests such as ants, spiders, roaches, silverfish, earwigs and mice.
- Insect foggers and ant traps are most reliable for insects – to use FOLLOW THE INSTRUCTIONS ON THE CANS. Cover all food, remove all adults, children & animals from the premises, stay out for approx. 4 hrs.
- Rodent control – for ordinary mice there are several common controls that can be purchased in garden supply stores such as Decon. FOLLOW THE INSTRUCTIONS ON THE BOX and protect from children & pets.

9.10 **Furnace Filters.** Tenant agrees to maintain clean furnace filters in heating system at all times to prevent maintenance issue's with furnace. All issues relating to clogged furnace filters or HVAC problems due directly to or caused by clogged filters will be added to resident account for reimbursement.

9.11 **Washers/Dryers.** If a washer and or dryer are present on the property, resident agrees that should either unit fail, Landlord shall not be responsible to maintain. Resident will be responsible to fix or get themselves a replacement if they so choose.

10. Abandonment.

10.1 **Occurrence.** Abandonment will occur if either

- (1) without notifying Landlord, Resident is absent from the unit for seven days while rent is due and owing, even though Resident's possessions (all or part) remain on the Premises; or
- (2) without notifying Landlord, Resident is absent one day while rent is due and owing and the Resident's possessions have been removed from the Premises.

10.2 **Landlord remedies upon Abandonment.** If Resident abandons Residence, Landlord may retake possession of Residence and attempt to rent it at a fair market value. If Resident has left personal property in/on the Premises Landlord may remove it to storage and attempt to notify Resident of this action. Resident may claim said personal property by paying moving and storage charges in addition to any other charges due and owing. If Resident fails to claim said personal property within thirty days of removal from Premises, Landlord may dispose of (at Landlord's discretion) the personal property and apply any proceeds toward any amount the Resident may owe. Personal property left on the premises, after Resident has relinquished tenancy will be deemed abandoned and may be disposed of as Landlord deems appropriate.

10.3 **Security Lien.** The Landlord will have a lien upon the baggage and other personal property of the Resident for rent, accommodations, and services and Resident hereby grants to Landlord a lien on all personal property brought in or on said Premises. Landlord may enforce said lien by entering said Premises and removing possessions contained therein and storing same at Resident's expense. Said lien may be enforced whenever rent and/or charges are due and unpaid. Enforcement of the lien will not act to waive any other rights the Landlord may have. If after 30 days of enforcement of lien, Resident still owes charges Landlord may dispose of (at Landlord's discretion) any or all of the personal property as provided herein and apply all monies received against such charges, including moving and storage fees. Any monies in excess of the amount owed will be returned to Resident.

11. Vacating Premises.

11.1 **Leave Premises in same condition as found.** Resident will leave the Residence and Premises in the same or better condition (normal wear and tear excepted) than when first occupied. Upon returning keys to Landlord, Resident represents and affirms to Landlord that the Residence is thoroughly cleaned and in good repair. If further cleaning and/or repairs are required, Landlord will not be obligated to notify Resident other than noting deficiencies along with other charges, if any, on the security deposit refund request form, which will be mailed to Resident's forwarding address, provided one is given by Resident, within thirty (30) days from receiving keys in Landlord's office. If Landlord is required to change locks because keys were not returned to Landlord's office or do further cleaning and/or repairs after Resident has vacated the Premises Resident agrees to pay for Landlord's loss of rental income during any period which is reasonably required to perform such lock changes, cleaning and/or repairs.

11.2. **Cleaning.** The Residence must be thoroughly cleaned, prior to vacating. Solely the Landlord or Landlord's assignee will determine the term 'Clean'.

If Resident wants to be present during final inspection, Resident must make request, in writing, to Landlord at least five days prior to the termination date. Any appointments after hours or on weekends will be charged an "after hours" fee of \$45 to be deducted from security deposit.

12. Other terms and conditions.

12.1. **Resident Liable for Loss.** Landlord assumes no responsibility for loss or damage to the personal property of the Resident. Resident is liable for any damage caused by others (i.e. vandalism, burglary). Resident is responsible for and agrees to pay for any damage caused by wind or water from leaving the doors and or windows open, by overflow water, clogged garbage disposal or stoppage in waste pipes or damage to appliances caused by the Resident. Resident is responsible for any damage to the Premises, whether caused by Resident or parties unknown. In the event Resident is displaced due to fire, flood, freezing or other natural disaster, Landlord will be liable only to the extent of the prorated daily rent, normally paid by Resident.

12.2 **Notice.** All notices will be in writing. Notices to Landlord will be deemed given when delivered personally or by certified mail to Landlord at the Landlord's office, at the address herein stated. All notices to Resident may be served by mail, by depositing the same in the United States Mail, postage paid, addressed to Resident at the post office address of the rented Premises unless otherwise provided by law. Mailed notices will be deemed delivered on the date following the postmarked date on envelope. Landlord will not be required to prove delivery to Resident. If the Premises are occupied by husband and wife or by more than one person not husband and wife or Co-Residents, such Resident(s) hereby appoint and this does appoint the other(s) as his/her Agent for the purpose of receiving notices hereunder.

12.3 **Attorney Fees.** The prevailing party to a suit to enforce the terms of this Agreement will be entitled to all court costs and attorney's fees from the non-prevailing party. It is further understood that in the event Resident fails to pay rent, issues checks of insufficient funds, or causes damage to the Premises, Resident can be liable for Treble Damages as provided by Idaho Code, Section 1-2301.A and 6-317.

12.4 **Severability.** If any part of this Agreement is invalid or unenforceable by law or government regulation, or if any provision herein is deemed waived, the remaining portions of this Agreement will remain in force and in affect.

12.5. **Agreement binding on each party.** It is expressly understood that this Lease Agreement is between the Landlord and each Resident jointly and severally, and that in the event of default in payment of rent, or any other provision of this Agreement, each and every Resident can be held individually responsible for complete payment of rent or any other costs.

12.6 **Forbearance not a waiver.** Any forbearance by Owner to strictly enforce all of the terms and conditions of this Agreement will not under any circumstances be construed as a waiver of Landlord's right to strictly enforce all of such terms and conditions in the event of any further, continued, or additional default by Resident.

12.7 **Landlord's Assignment.** Landlord may assign this Agreement at any time by completing and executing the assignment provision set forth below, by separate written agreement or by blanket written assignment, and in such event, such Assignment will be binding upon Resident and Owner and Owner's agents shall have no further liability hereunder.

12.8 **Lead Paint Disclosure.** If this Agreement is for the lease of property built before 1978 (Yes[]/No[X]), it includes a disclosure addendum which is hereby made part of this agreement.

12.9 **Owner's Agent.** All notices and communications to Owner shall be directed to the attention of Chapman Properties, who is the duly authorized agent for the Owner. All notices and communications from said agent to Tenant shall be deemed notice and communication from the owner.

12.10 This lease is between Chapman Properties and all the signatories, jointly and separately. In the event of default by any one signatory, each and every remaining signatory shall be accountable for the timely payment of the rent, utilities and shall be bound by all other provisions of this agreement. Should approved occupants add new Tenants or change co-tenants, written permission from Chapman Properties must be obtained. Any new Tenant must be approved through the application process and must sign the rental agreement, and deposit with Chapman Properties a security deposit, as set forth by Landlord and Agent. **IT IS HEREBY UNDERSTOOD BY ALL TENANTS THAT ANY ILLEGAL USE, POSSESSION, OR DEALING OF DRUGS OR CONTROLLED SUBSTANCE IS A BREACH OF THIS LEASE AGREEMENT AND WILL RESULT IN EVICTION FROM THE PROPERTY.**

12.11 **BOISE CRIME FREE MULTI-HOUSING PROGRAM.** In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, TENANT and LANDLORD agree as follows:

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 criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

TENANT(S), any member of TENANT(S) household, or a guest, or other person under the TENANT(S) control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

TENANT(S) or member of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

TENANT(S), any member of the TENANT(S) household, or a guest or another person under the TENANT(S) control shall not engage in the unlawful manufacture, selling, using, storing, keeping, or giving of a controlled substance as defined in I.C. Title 37, at any locations, whether on or near the dwelling unit premises or otherwise.

TENANT(S), any member of the TENANT(S) household, or a guest, or another person under the TENANT(S) control shall not engage in any illegal activity, including prostitution as defined in I.C. 18-5613, criminal street gang activity, threatening or intimidating other tenants, assault as prohibited in I.C. 18-901 including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the LANDLORD, his agent or other tenant or involving imminent or actual serious property damage, as defined in I.C. 18-7001.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of the above provisions shall be deemed a serious violation and a material irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

In case of conflict between the provisions of this crime free section and any other provisions in the lease, the provisions of this section shall govern.

12.12 The premises shall be used only for the purpose of a single family dwelling unit, and NO livestock shall be kept thereon unless expressly stated in the attached instrument. TENANT shall make no unlawful use of the premises or surrounding yard, nor shall any nuisance be maintained, nor any dangerous activities or use carried on which may adversely affect the fire insurance ratings or constitute any hazard to the premises. This condition applies to any insurance the LANDLORD may choose to carry on the premises. Upon vacating the premises, TENANT shall leave an operating bulb in each light fixture, a new battery in the smoke detectors and a clean filter in the furnace. No washing machines may be installed in apartments without LANDLORD'S WRITTEN PERMISSION. If the rented premises are an apartment, TENANT agrees to abide by such reasonable rules and regulations as LANDLORD, may from time to time, establish for all TENANTS of such apartment buildings. It is expressly agreed by TENANT that in the event of TENANT'S default of payment of rent hereunder, LANDLORD shall be relieved of all obligations to furnish heat, water or other utilities to TENANT as long as such default continues. TENANTS are responsible for their own sewer backups. If the backup is due to roots or pipe failure then the owner is responsible.

TENANT may not change the locks unless given written permission from LANDLORD, and, if given, TENANT has (24) twenty-four hours to provide LANDLORD with a copy of the new key. TENANT may not alter the premises in any way without LANDLORD'S written permission.

12.13 **NOTIFICATION TO TERMINATE RENTAL PROPERTY.** It is expressly agreed that the hereto attached agreement is terminated upon TENANTS receipt of letter of termination given when delivered personally to LANDLORD'S agent or the person in charge of LANDLORD'S office at the same address herein stated at which rent shall be paid. All notices to TENANT may be served as provided by law or, at LANDLORD'S option, may be given by depositing in the United States mail, postage fully pre-paid, to the address of the rented premises. Mail notice shall be deemed given on the date following the date of mailing of the same, and LANDLORD shall not be required to prove delivery to TENANT. The parties agree that service by mail as aforesaid shall in all respects be the equivalent of an in full satisfaction of the service requirements of the forcible entry and unlawful detainer statutes of the State of Idaho. If the premises are occupied by husband and wife, each spouse appoints the other as his or her agent for the purposes of receiving notice hereunder. If the premises are occupied by more than one person, not husband and wife, as co-tenants, each co-tenant appoints the other as his or her agent for the purpose of receiving notice hereunder.

12.14 **SECURITY DEPOSITS.** Any security deposit paid by TENANT shall be held by LANDLORD (LANDLORD may commingle the same funds with other funds.) If TENANT is in default, the security deposit shall first be applied toward LANDLORD'S costs and damages, and any balance left shall be returned to TENANT within 30 days of LANDLORD'S being able to regain entry and possession of the premises. UNDER NO CIRCUMSTANCES SHALL SECURITY DEPOSIT BE APPLIED IN PAYMENT OF THE LAST MONTH'S RENTAL PAYMENT BY TENANT. BUT INSTEAD SUCH LAST MONTH'S RENTAL SHALL BE PAID IN FULL BY THE TENANT ON THE DATE THE SAME BECOMES DUE AND PAYABLE. Upon vacating unit, it will be inspected and cleaned, if necessary. A charge will be made for cleaning and/or repairs.

12.15 **TERMINATION OF MONTH-TO-MONTH TENANCY.** The parties expressly agree that the following shall be the manner of termination of a month-to-month tenancy hereunder except in case of default. Either party may terminate a month-to-month tenancy by notice IN WRITING given to the other party not less than thirty (30) days prior to the date on which it is desired to terminable such tenancy. Such termination date needs to be for the end of a month as herein defined. TENANT'S liability for payment of rent shall continue until the termination date, but if such date be other than the last day of the "month" in which the tenancy terminates. At agents discretion notice can be accepted otherwise and rent shall be prorated on a daily basis, each day being 1/30 of a months rental, and such rental shall be due and payable on the first day of the "month" in which the termination date occurs.

12.16 **LOST OR STOLEN PROPERTY.** Landlord shall not be responsible for any of TENANT'S property lost or stolen either from TENANT'S rented premises or from any parking, storage, garage, yard or common area in or about the building or premises, and TENANT assumes all responsibility for the security and safe keeping of any such property. TENANT also assumes any and all responsibility for their guests and guest's property.

12.17 **FREEZING WEATHER.** TENANT agrees that before the onset of freezing weather, GARDEN HOSES will be removed from outside faucets and water to outside faucets will be turned off if the premises are so equipped. TENANT further agrees to leave inside faucets dripping during below freezing temperatures to avoid freezing the water system. TENANT agrees to provide heating and to promptly pay any and all charges made by the utility company to ensure the premises will have the use of heat, power, and water at all times. TENANT explicitly assumes the risk of loss or damage to the premises and shall be pay for such loss or damage caused by any freezing which results in TENANT'S failure to provide heating or any shut off of utilities due to non-payment of bill. Should the plumbing freeze, temporary housing shall be the TENANT'S responsibility until pipes can be professionally thawed. TENANT IS NOT authorized to thaw any frozen pipes under any circumstance. Accumulations of ice or heavy snow should be removed from awnings, patio covers, flat roofs and gutters to prevent damage to the same. TENANT agrees to remove snow and ice per city ordinance, from all sidewalks leading to and from the TENANT'S premises and mailbox. Failure to comply with any of the

above-mentioned provisions will result in the TENANT paying for all costs of damage caused to the premises by their negligence during freezing weather, TENANT agrees to keep a clean filter in the furnace during the time the furnace is on and operating.

12.18 **ATTORNEY'S FEES AND COURT COSTS.** Should you not pay rent as agreed upon in this agreement, issue a check for insufficient funds, or cause damage to be committed, and should the LANDLORD of the premises be compelled to institute legal proceedings against you to gain possession of the premises, your responsibility may consist of but is not limited to the following:

The law provides that you MAY be liable:

- a. To pay the unpaid and overdue rent plus interest per the agreement herein
- b. To pay the court costs and sheriff's fees
- c. To pay attorney fees
- d. To pay triple damages for UNLAWFUL DETAINER of the premises

To enforce any judgments against you by court order, the following may be done:

- 1. Your own property may be seized by the sheriff, sold and proceeds applied in satisfaction of the judgment
- 2. Your wages may be garnished
- 3. A lien of record placed against your credit and will be binding against you and any Property that you may own for as long as it takes to collect.

It is expressly understood that should either party take the other to court and the cost falls within the dollar amount of the Small Claims Court, said court will be used and not another court.

12.19 **ADDITIONAL AGREEMENTS.**

TENANTS agree to defrost the refrigerator by unplugging it from the wall and protecting floor from water. If TENANT punctures the refrigerator with a sharp object while defrosting, TENANT will pay to repair or replace said refrigerator. TENANT understands that no waterbeds are to be used on the floors above the ground level, and that waterbed insurance will be carried by the TENANT for their waterbed to cover the cost of repair should the bed leak.

TENANT will have the carpets professionally shampooed when they vacate the premises and must provide a receipt of said service. This is to be done no matter how long TENANT was in the unit.

12.20 **ADDITIONAL AGREEMENTS.** Tenant will provide proof of identity (driver's license, etc.) of all persons on the lease.

TENANT gives Chapman Properties and/or their agents permission to give any and all information with regard to their lease and TENANT'S performance of any and all agencies that may inquire about said performance.

12.21 **MORE THAN ONE OCCUPANT.** If there are several occupants listed on the lease with Chapman Properties, all occupants become one. If one moves out early, the deposit is not refunded by Chapman Properties until all tenants move out. It is at the sole discretion of the remaining TENANTS to refund their portion of the security deposit from their own funds, not the security deposit held by Chapman Properties.

I have read these terms and conditions herein and agree to all of them. Except as listed above, this instrument constitutes the entire agreement between Landlord and Resident and there are no other promises or agreements whatsoever. I have also received Chapman Properties entrance walk through sheet and promise to return said sheet within 3 days of occupancy filled out in its entirety, and signed by an authorized agent of Chapman Properties. If walk through sheet is not given upon completion of this rental agreement, it is your responsibility to perform your own walkthrough and turn in said walkthrough within 3 days of occupancy.

ADDITIONAL AGREEMENTS:

X _____ X _____

- 1. _____
- 2. _____
- 3. _____
- 4. _____

BY EXECUTING THIS AGREEMENT, RESIDENT ACKNOWLEDGES THAT RESIDENT HAS RECEIVED A COPY OF THIS AGREEMENT, ANY ATTACHED ADDENDUMS OR ATTACHMENTS, AND THAT RESIDENT HAS READ THEM AND UNDERSTANDS THEM TO THE BEST OF RESIDENT'S ABILITY AND IS WILLING TO ABIDE BY THE AGREEMENT. RESIDENT UNDERSTANDS THAT THIS IS A BINDING LEGAL DOCUMENT DESCRIBING RESIDENT'S AND LANDLORD'S RIGHTS AND OBLIGATIONS.

FUNDS TO BE COLLECTED:

	<u>Funds Owed</u>	<u>Funds Received</u>	<u>Balance Due</u>
Application Fee:	\$ _____	\$ _____	\$ _____
Prorated/Rent Due:	\$ _____	\$ _____	\$ _____
Security Deposit Due:	\$ _____	\$ _____	\$ _____
Pet Fee Due:	\$ _____	\$ _____	\$ _____
Other Fees Due:	\$ _____	\$ _____	\$ _____
Other Deposits Due:	\$ _____	\$ _____	\$ _____

SIGN AND DATE:

In Witness Whereof, Landlord and Resident have executed this Agreement as of the day and year first above written. By signing below, the tenant acknowledges receipt of a complete copy of this Agreement with all blanks filled in.

Chapman Properties, Inc.
Agent for Property Owner

Tenant Date

Date

Tenant Date

Tenant Date

Tenant Date

Co-Signer Date