

LEASE AGREEMENT

This is a legally binding contract made and entered into on _____ (date) by and between Jacob Grant Property Management, Inc., as acting Agent for Owner of the below named property and hereafter called "Landlord," and TENANT(S)
PROPERTY

In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the above-described property.

TERMS AND CONDITIONS

1. TERM.

This lease shall be for a term of _____ beginning _____ and ending _____.

2. RENT.

Tenant agrees to pay Landlord for the use and occupancy of leased premises, a TOTAL amount of \$ _____ payable in monthly installments of \$ _____. Rent shall be due **on or before the 1st day of each month**. See 16e for late charges. In the event a check bounces, tenant agrees to pay a \$50.00 service fee. Tenant agrees to pay remainder of TOTAL rent as liquidated damages if he/she terminates the lease prior to the fulfillment of the TERM.

3. PAYMENT.

Payment may be hand delivered mailed or electronically transferred (if applicable). Rent is late at **5:00 PM on the 5th of the month**. If rent has not been delivered to below address by 5:00 PM on the 5th of the month it will be considered late. This includes weekends and holidays

**1075 SOUTH UTAH AVENUE SUITE 178
IDAHO FALLS, IDAHO 83402**

4. SECURITY.

Tenant shall pay Landlord the sum of \$ _____ as a security deposit (and pet deposit if applicable) for the performance of this lease. Landlord agrees to refund the deposit less a charge of \$ _____ to shampoo carpets, providing the premises have incurred no damage and is clean at the time of leaving. **No smoking is allowed within the building.** Tenant agrees to forfeit deposit if ANY of the terms of the lease are broken by the tenant. Landlord reserves the right to terminate lease based on arrest for any reason, for domestic disturbances, violence, drug trafficking, use of illegal drugs, failure to pay rent, or destruction of property. Landlord agrees to refund any deposit rightfully due to tenant within 30 days of proper termination of tenancy.

5. UTILITIES.

Tenant shall pay all utilities on the property. Utilities must be put into tenant's name within 24 hours of occupancy. This includes but is not limited to: power, water, sewer, trash, and natural gas.

6. STANDARDS:

SMOKING: There is NO smoking allowed within the premises at all. Any damage caused will be at the sole expense of the Tenant.

PETS: No dogs, cats, other animals, aquariums, water beds, without express written consent from Landlord.

OCCUPANCY: The **ONLY** people that will occupy said property are:

Information required for fire safety, Idaho Code, and acceptable living conditions. A written and signed (by both agent and tenant) addendum is required if any guest remains for more than 5 days in a two month period.

ATTORNEY FEES: In the event it becomes necessary to enforce this agreement through the services of an attorney, Tenants shall be required to pay Landlord's fees.

PHONE: Upon obtaining phone service, Tenant agrees to provide this number to the Landlord, and agrees to keep Landlord informed of any change in contact information.

CLEANLINESS: Tenant shall return premises to Landlord in every way clean. The Landlord's definition of "clean" shall be binding on the parties.

MOLD AND MILDEW: Tenant agrees to use proper climate control, keep apartment clean, and run exhaust fan during showering as necessary to prevent mold and mildew from accumulating in the apartment. Tenant agrees to promptly and on a regular basis remove moisture accumulation on windows, walls, showers, bathtubs, caulking, flooring and all other surfaces. Tenant agrees to regularly check for and wipe moisture behind furniture, in closets, behind beds and behind blankets used to cover windows or other window coverings. Tenant agrees to immediately notify Landlord if water leaks or excessive moisture are found within premises, if mold or similar growth cannot be cleaned with household cleaner, or any other condition that may contribute to mold growth. Tenant agrees to defend, indemnify and hold harmless Landlord against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorney's fees and court costs, that may be made as against Landlord/Owner (its officers, directors, employees,

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agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of Tenant or any guest or occupant living within the Premises. Tenant further agrees that Owner shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the Premises resulting from mold or mildew. Resident shall indemnify Owner from any liability relating to mold or mildew resulting from damages to any person or property within Resident's Premises regardless of the source of the mold or mildew.

7. PROPERTY CONDITION:

Tenant has examined property and warrants that all things are in acceptable working condition. Tenant may view "Move In Inspection Report" with a written request.

8. PEST CONTROL:

Tenant has examined the property and verified that there is no evidence of insects or pests. Tenant agrees to be financially responsible for and organize extermination of any pests that may be introduced during tenancy. These include but are not limited to: hobo spiders, ants, cockroaches, bed bugs, mice, squirrels, raccoons, or any other insect, spider, or other nuisance bugs or animals.

9. NOTICE OF ABSENCE:

Tenant(s) shall notify the Landlord of any anticipated absence from the premises in excess of seven (7) days, no later than the first day of the absence. If Tenant is absent from the premises for more 10 days without notice, it will be considered an unauthorized termination of the lease and rules under 17h will be followed.

10. ENTRY INTO PREMISES:

Tenant(s) shall not unreasonably withhold consent to the Landlord to enter the premises in order to inspect the premises, make reasonable or agreed upon repairs or improvements or to show the unit to prospective buyers or tenants. The Landlord may enter the premises without consent in an emergency, to post notices, or at any reasonable time with 24-hour notice.

11. SUBLEASE:

Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises.

12. RENTERS INSURANCE:

LANDLORD IS NOT legally responsible for loss to the residents' personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages. This includes but is not limited to loss due to leaking roof and loss due to refrigerator malfunction. The repair of such items will be the responsibility of the Landlord, but damages or losses from such events will be the sole responsibility of the tenant.

If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under owner's policy.

RENTERS INSURANCE IS REQUIRED AT ALL TIMES DURING TENANCY. You may bring a copy of your certificate of insurance naming Jacob Grant Property Management, inc. as a certificate holder or you may request a competitively priced bid through our third party insurance provider.

The Landlord will not be liable or responsible in any way for loss or damage to articles or property belonging to tenant(s) or their guests except those resulting from Landlord's willful or negligent acts.

13. RENT INCREASES:

Rent may be increased with 30 days' written notice after the term of the lease.

14. ABANDONMENT:

Tenant(s) agrees that any goods, chattels, motor vehicles, or other property left on the premises, after termination of the tenancy by any means, shall be considered abandoned and may be disposed of at Tenant(s) expense. In the event Tenant abandons the property prior to the expiration of the lease, Landlord may re-let the premises and hold tenant liable for costs, lost rent or damage to the premises.

15. NOTICES/ACCOUNTING:

Notices may be served by first class mail or attached in a secure manner to the main entrance to that portion of the premises of which the Tenant has possession or to the Landlord at the address provided. Notice given to or received from one Tenant is binding to all other Tenants.

16. USE OF PREMISES/MAINTENANCE:

Use: The premises shall be used only as a dwelling unit. Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the premises.

Conduct: Disorderly conduct shall be grounds for notice to vacate the dwelling and terminate this agreement. Tenant(s) shall restrict all sounds or noise to a reasonable volume. Tenants and their guests shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of the premises.

Damage/Tampering/Destruction: Tenant(s) is responsible for all damage to property or premises caused by stoppage of waste pipes, or overflow of bathtubs, toilets or washbasins. Tenant(s) must pay for damage to the building or furnishings

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other than the normal wear and tear. Tenant(s) shall not tamper with or make alterations to the premises, including changing locks, without the written permission of the Landlord.

Malfunctions: Tenant(s) shall report immediately in writing, by phone, or by email, all malfunctions of equipment, failure of essential service, or need of repair.

Vehicle Repair: No vehicles shall be repaired on the premises. No inoperable or dismantled vehicles are allowed on the premises.

Common Areas: Tenant(s) shall not leave personal property in the common areas. Tenant(s) are not to affix any decal, poster, or sign to the interior or exterior of the premises. No sign or posters may be placed in the yard area without the written permission of the Landlord.

Maintenance: Tenant has examined the property, acknowledges it to be in good repair and agrees to inform Landlord promptly of any maintenance problems. Tenant agrees to keep the premises in clean and sanitary condition. In the event tenant or tenant's guests have done damage, either intentionally or negligently, tenant shall pay for such repairs. Tenant agrees to pay for damage due to turning water onto exterior outlets and allowing the same to freeze, or damage to carpet, linoleum, or other permanent fixtures by burns, spillage, careless visitors, or other misuse, neglect or malicious behavior.

17. SMOKE ALARMS:

Tenant(s) acknowledges the presence of a smoke alarm in fully operational condition in the rental unit. Tenant agrees to test unit at least once per month and replace the batteries as needed. Tenant agrees to hold Landlord harmless for loss or damage due to the smoke alarm's failure to operate. Tenant(s) is required to immediately notify Landlord in writing of any malfunctions of the smoke alarm. Tenant(s) shall not remove or tamper with a properly functioning smoke alarm, including removing any working batteries.

18. CHARGES:

Replacement price: Premises, articles or equipment described in the inventory, or which may hereafter be furnished to the Tenant(s) by the Landlord, that become missing, broken or damaged shall be charged against the Tenant(s) at current market prices at the time of replacement.

Labor Expenses: All maintenance/repair labor is currently billed at \$49/hour, and all cleaning is billed at \$29/hour. If any specialty work is required (i.e. plumbing, electrical, etc.) it will be billed at cost to the tenant. Labor prices may go up with written notice from Landlord.

Negligence: Tenant(s) shall not house flammable materials. All damage cause by smoking shall be repaired or replaced at the Tenant's expense.

Limited Liability: The Landlord shall not be liable for damages of any kind caused by lack of heat, refrigeration, or other services to the premises arising out of any accident, act of God, or occurrence beyond the control of the Landlord. Tenant(s) further agrees to be responsible for and to pay for damages, fines, or fees incurred by Landlord, caused by acts of Tenant(s), other occupants of rental dwelling, pets, and/or guests or visitors.

Late Charges: Rent is due on the 1st of every month. If rent is not received by the 5th of the month (including holidays and weekends) at 5:00 PM a daily late fee will be paid by the Tenant(s). **The late fee is \$10 per day that rent is not paid in full beginning with the 1st day of the month** (example: on the sixth day of the month the fee will be \$50 on the 7th day it will be \$60, etc.). The Landlord may change the type or amount of late charge by giving 30 days' written notice to the Tenant(s). A Landlord may charge simple interest on an unpaid late charge at the rate 20% Annual Percentage Rating and accruing from the date the late charge is imposed. **After 30 days unpaid late fees or noncompliance fees are converted into unpaid rent.**

Non-Compliance: The fee for delivering a notice of any non-compliance with this rental agreement is **\$50.00**. Tenant agrees to pay a non-compliance fee equal to one month's rent if Landlord terminates the tenancy along with the full security deposit. Other charges may apply depending on the condition of the premises. **After 30 days unpaid late fees or noncompliance fees are converted into unpaid rent.**

19. TERMINATION:

Tenant's Termination Procedure: Tenant(s) shall not terminate this rental agreement without 30 days' written notice. Failure of Tenant(s) to give 30 days' notice may make Tenant(s) liable for up to 30 days rent and or forfeiture of security deposit. Upon giving a termination notice, the Tenant(s) must give a single forwarding address for notices and accounting.

Landlord's Termination: The Landlord may terminate this tenancy at any time, with or without stated cause, upon giving Tenant not less than 30 days written notice.

72 hour notice (3-day pay or quit notice): If rent is 5 days in arrears, after service of a 72 hour written notice (3-day pay or quit notice), the Landlord may terminate the rental agreement and take possession of the premises as provided by law.

Payment: If Tenant(s) fails to pay rent and other charges, or to comply with any terms or conditions specified herein, Landlord may terminate tenancy.

Omissions: Any omission or misstatement on the application for this dwelling unit may, at the option of the Landlord, be grounds for termination of this tenancy.

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