

## RESIDENTIAL LEASE AGREEMENT IDAHO

Dated: \_\_\_\_\_

THIS LEASE made and entered into this date by and between:

**LESSOR:**

**LESSEE(S):**

(list full name of each Lessee)

for the leasing of the following leasehold premises for Lessee named herein only;

LEASEHOLD PREMISES: Located at \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ County, Idaho together with:  
Apartment # \_\_\_\_\_ Carport # \_\_\_\_\_ Parking Stall # \_\_\_\_\_ Garage # \_\_\_\_\_  
Storage Room # \_\_\_\_\_, if applicable.

TERM: \_\_\_\_\_ (\_\_\_\_) months COMMENCING on the first (1<sup>st</sup>) day of \_\_\_\_\_, 20\_\_\_\_ at 12:00 NOON and terminate on \_\_\_\_\_, 20\_\_\_\_. The lease term herein shall commence on the first (1<sup>st</sup>) day of the month, and in the event the Lessee shall take possession prior to the first (1<sup>st</sup>) day of the month, then Lessee shall pay the rent pro-rated to the first (1<sup>st</sup>) day of the following month.

At the expiration of the term, this lease agreement may continue with mutual agreement thereafter on a month-to-month basis from the first day of each month to the last day of each respective month under the same terms and conditions except rent and except a written thirty (30) day notice to vacate shall be given Lessor by the thirtieth (30<sup>th</sup>) day of the month prior to the month Lessee seeks to vacate.

RENT: Lessee agrees to pay rent each month in advance without demand, during the term of this lease and any extension thereof, \$\_\_\_\_\_ commencing on \_\_\_\_\_, 20\_\_\_\_, and continuing in advance on the first (1<sup>st</sup>) day of each and every month thereafter, without relief. Rent is DELINQUENT on the second (2<sup>nd</sup>) day of the month. Lessee shall pay ten percent (10%) of monthly rent amount surcharge as additional rent if the full amount of rent is not paid on or before the first (1<sup>st</sup>) day of each month, in advance. Rent is due in lawful money of the United States of America and can be paid by cash, personal check, cashier's check, or money order and all forms of payment are accepted subject to funds being paid to Lessor. All personal checks, cashier's checks, or money orders are to be made payable to

\_\_\_\_\_ at \_\_\_\_\_.

Lessor reserves the right to refuse to accept personal checks in payment of rent or monies due. Rents must be received by Lessor or Lessor's agent on or before the first (1<sup>st</sup>) day of each month. Delivery and prompt payment of rents and monies owed is the responsibility of the Lessee. NO TWO PARTY CHECKS, OUT OF TOWN CHECKS or OUT OF STATE CHECKS ACCEPTED. Lessor may take any action allowed under the laws of the State of Idaho to collect due and owing rents and monies.

Irrespective of any restrictive endorsement or directive of Lessee, monies received will be applied to Lessee's obligations in the following order: unpaid deposits; outstanding nonrefundable fees; reimbursement for damages or assessments; fees and costs including attorney fees; late fees; rental arrears; and finally current rents due.

Any Lessee whose personal check, money order, cashier's check or any form of rent payment is dishonored for any reason must immediately pay the amount of the dishonored check, PLUS a thirty (\$30.00) dollar dishonored check fee. PLUS a two (\$2.00) dollar per day surcharge from and including the first (1<sup>st</sup>) day of the month through the date the dishonored check is redeemed in cash or cashier's check to Lessor or Lessor's agent, plus all costs necessary to collect monies owing. After tender of a dishonored check only cashier's check or money order will be accepted for remainder of lease term.

Any rent tax payable to the City, County, State or any governmental authority during the life of this lease or any extension thereof shall be paid by the Lessee. The same shall be payable within fifteen (15) days of receiving notice of said taxes due.

OCCUPANCY: Occupancy is limited to the following: \_\_\_\_\_

\_\_\_\_\_ and offspring born or legally adopted during the tenancy. Any visitor shall become an unauthorized occupant if he or she occupies overnight the subject leasehold premises two (2) consecutive nights during any twelve (12) month period. Lessee agrees to pay additional rent as set forth herein for additional occupants in subject leasehold premises. Lessee shall provide Lessor prior written notice of additional occupants. Nothing herein shall waive the Lessor's right to terminate tenancy for unauthorized assignment and/or subletting of the leasehold premises.

PROPERTY CONDITION REPORT: Lessor/agent shall fill out a "Possession" Property Condition Report on the leasehold premises prior to occupancy by Lessee and Lessee shall review and execute the same prior to occupancy. Lessee shall be responsible for any damages not listed on said a "Possession" Property Condition Report. Said Property Condition Report is made part of this lease. If this lease is for the lease of a furnished apartment, the Property Condition Report shall contain a complete list of each article of furniture to be leased. No furnishings or other household items are furnished or leased with said apartment other than those listed. Lessee agrees to return all items listed in the Report, including the leasehold premises, to the Lessor at the end of this lease term in as good and clean condition as when received, reasonable wear and tear excluded. Except as

otherwise indicated on the Property Condition Report, Lessee, by the execution of this lease and the Property Condition Report accepts all items listed as being in good, serviceable condition as set forth in said Report.

**NON-REFUNDABLE ADMINISTRATIVE/REDECORATING FEE:** The sum of \$\_\_\_\_\_ dollars paid in advance by Lessee is a non-refundable administrative/redecorating fee. This fee does not cover cleaning or damage to the property not listed on the Property Condition Report. This fee does not cover any rents, fees, costs or attorney fees due from Lessee. No interest is paid Lessee on said non-refundable fee.

**SECURITY/DAMAGE/CLEANING DEPOSIT:** Lessee agrees to pay the sum of \_\_\_\_\_ hundred dollars (\$\_\_\_\_\_) as a Security/Damage/Cleaning Deposit of the performance of Lessee's obligations hereunder. This deposit does not limit Lessor's rights or Lessee's obligations hereunder. Lessee agrees the sum shall be deposited by the Lessor or Lessor's agent in the Lessor's trust account with \_\_\_\_\_ whose address is \_\_\_\_\_ or such other depository as the Lessor or Lessor's agent may identify to the Lessee. Lessee understands that all or a portion of the Deposit may be retained by the Lessor upon termination of the tenancy and that a refund or any portion of the Deposit to the Lessee is conditioned as follows: Lessee shall have complied with all of the conditions of this lease agreement. Lessee shall clean and restore leasehold premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Report herein below, less wear and tear from normal usage. Lessee agrees that soilage is not wear and tear from normal usage and agrees to professionally shampoo carpets and dry-clean drapes, as part of his/her cleaning and restoring leasehold premises to its condition at the commencement of this tenancy, if a cleaning charge has not been paid in accordance with this lease. Lessee shall replace or repair in a professional manner acceptable to Lessor any missing or damaged property provided by the Lessor, including keys. Lessee shall leave, in good condition, reasonable wear and tear excepted, all equipment, fixtures, and appliances. If occupancy is for less than a twelve (12) month period, Lessee will be liable for the cost of any required painting. Within thirty (30) days after the termination of the tenancy and vacation of the leasehold premises, and restoring Lessor to possession of the premises, the Lessor shall mail to the Lessee's last known address a full and specific statement of the basis for retention of any or all of the deposit, together with payment of any refund due to the Lessee.

**PREMISES USE:** The premises are to be used and occupied by the Lessee as a private dwelling only and for no other purposes, and the premises shall be occupied only by the above listed Lessee and no part of the premises are to be subleased nor this lease assigned by the Lessee. Lessee shall not use the premises for any business purpose including but not limited to: garage sales.

**LESSEE WILL TAKE GOOD CARE:** Lessee shall take good care of property of the Lessor and will report in writing promptly to the Resident Manager or Lessor any repairs which may be needed to Lessor's property, fixtures or furnishings. The Lessee shall also give the Lessor prompt notice of any defects in or accidents to the water pipes, electric wiring, heating, or air conditioning apparatus, or any other part of said leasehold premises in order that the same may be repaired with due diligence. To the extent allowed by law, the Lessee agrees to hold the Lessor harmless against all damage claims, unless it can be clearly proven that it was caused by the agent, servant, or employee of the Lessor. Lessee shall, upon request, give Lessor or Lessor's agent written permission to enter the leasehold premises for repairs. The Lessor shall have the right to make repairs, renovations, or alterations at reasonable times.

Lessee is hereby notified that replacement of all batteries in smoke detector devices and maintaining smoke detector devices is the responsibility of Lessee. Failure on part of Lessee to change batteries and maintain smoke detection devices is against the law and Lessee is subject to the fine as provided by law.

Lessee shall not shake dust mops or any object out of doors or windows or balconies of leasehold premises. Lessee shall not hang, drape, or display any personal belongings, signs or advertising of any kind from any part of the leasehold premise or premises. Lessee shall not install any aerial, antennae, cable, or fixture of any kind to any part of the leased premises or any part of the premises. Lessee shall wear a headset attached to any musical instrument, radio, TV, or stereo when playing the same outside of leasehold premises so as to not interfere with the quiet enjoyment or disturb others in or about the premises.

No animals, birds, or pets of any kind shall be permitted, kept or harbored in the leased premises without Lessor's prior written consent. No pets or animals (other than verified service/companion animals) are allowed with visitors for any length of time. No Lessee shall permit a pet or animal (other than verified service/companion animals) of another person to enter the lease premises or the premises.

Washers and dryers in apartment shall not be used before 7:00 a.m., or after 7:00 p.m.

Lessee shall keep the apartment locked at all times and Lessor shall not be liable for any break-in, burglary, or robbery. Lessee shall pay the cost of all repairs caused by any break-in, burglary, or robbery.

No waterbed or water-filled furniture is allowed in apartments.

Lessee shall not store any article or item of personal property in any part of the common area of the premises.

Lessee shall not litter in any common area.

Lessee shall clean and maintain debris free the area immediately outside Lessee's entrance door.

**ALTERATIONS:** Lessee shall not, without the Lessor's prior written consent, make any alterations in the leasehold premises, and will not intentionally or negligently destroy, deface, impair, or remove any part of the structure or dwelling, with the appurtenances thereto including the facilities, equipment, furniture, furnishings, and appliances, or permit any member of his family, invitee, licensee or any person acting under his control to do so. To do so is a Criminal Offense under the laws of the State of Washington.

**LESSEE CAUSED DAMAGES:** For any injury to property or rights of Lessor caused by Lessee, his agents, family, guests, servants, assignees, undertenants, or employees which can affect the health and safety of the Lessee or other persons, or substantially increase the hazard of fire or accident that can be remedied by repair, replacement of a damaged item, or cleaning, the Lessee shall comply within five (5) days after written notice by the Lessor specifying the damage or injury, or in case of emergency as promptly as conditions require. If the Lessee fails to remedy the damage or injury within five (5) days (or in case of emergency, as promptly as conditions require), the Lessor may enter the leasehold premises and cause the work to be done and submit a bill for the cost of repair to Lessee which Lessee shall pay on the next date when periodic rent is due or payable immediately, if Lessor so demands. All remedial action shall be performed by a qualified and/or licensed, bonded person in a professional manner consistent with existing finish and in quality and manner acceptable to Lessor. Any failure by the Lessee to meet the conditions of this paragraph will constitute grounds for legal action including termination of tenancy.

**CONDUCT OF LESSEE:** Lessee shall see that the conduct of himself/herself, his/her family, invitees, guests, servants, assignees, undertenants, and employees is never disorderly, boisterous, vulgar, offensive, or obscene; that it does not disturb or interfere with the rights, comforts, quiet enjoyment, or convenience of other Lessees or other persons on or around the premises, including management staff of landlord; that it is not unlawful or immoral. Lessee shall not permit, maintain or commit a nuisance or common waste on or about the leasehold premises. Lessee shall keep the volume of any radio, TV, or musical instrument in his/her residence sufficiently reduced at all times so as to not disturb or be heard by other persons on the premises, and shall not conduct or permit to be conducted vocal or instrumental practice or instructions. The Lessee agrees that visits by the police to premises for improper behavior are grounds for termination of tenancy and eviction by Lessor or other legal action. Lessee, family, guests, and invitees shall not engage in any criminal activity and/or drug related activity on or near the leasehold premises. The parties agree that any substantial and material violation of the terms of this paragraph shall be considered a nuisance or common waste on or about the leasehold premises.

**CONDUCT OF GUESTS:** Lessee has a duty to supervise and control the conduct of Lessee's family, guests, invitees, employees, and agents. Violation by the Lessee, his/her family, invitees, guests, employees, and agents of any of the terms of this lease shall be deemed

as a violation by Lessee and shall give the Lessor the right to terminate the tenancy and commence eviction proceedings as provided for by law.

**RECREATIONAL FACILITIES:** To the extent allowed by law, all persons using the recreational facilities, if provided, do so at their own risk. Lessor shall post operating hours from time to time for recreational facilities and do everything possible to retain those hours. However, Lessor has no duty to operate recreational facilities and reserves the right to close said facilities or any part thereof at any time as the same are hereby agreed to not be considered a material portion of the leasehold premises conveyed. All recreational facilities are for Lessee use only. No guests allowed.

**DAMAGE BY FIRE OR ACT OF GOD:** Lessee shall not permit any act or thing deemed hazardous by Lessor on account of fire or that may increase the rate of insurance on said premises. In case the premises shall be damaged by fire, rain, wind or other cause beyond the control of the Lessor, unless the same shall occur for any reason for which the Lessee is responsible, then the premises may be repaired within a reasonable time at the expense of the Lessor; and in case the damage be so extensive as to render the premises unfit for human habitation, the rent shall cease until such time as the premises shall be put completely in repair. In case of total destruction of the premises by fire or otherwise, the rent shall be paid up to the time of such destruction and from thenceforth this agreement and the tenancy shall cease and come to an end. In the event the damage is caused by act of Lessee, or someone on the property by reason of Lessee, there shall be no reduction of rent and Lessee shall be liable and pay for costs of repair, without deduction for depreciation. Any insurance deductible incurred by a loss caused by Lessee or Lessee's family, guests, invitees, or others shall be payable by Lessee. All Lessees shall obtain fire, flood, and extended coverage insurance to compensate Lessor against loss caused by Lessee and/or Lessee's family, invitees, guests, employees, agent, or others. Lessee is not covered by Lessor's insurance for any loss whatsoever. Unless required by statute, to the extent allowed by law, lessor shall not be responsible for relocating Lessee or others in the event of destruction of the leasehold premises by any cause. Lessee accepts full liability for use of barbeque or like equipment on or about the leasehold premises. Portable barbeques or similar appliances are not permitted in the interior of any leasehold or on any wood decks or surfaces.

**UTILITIES AND SERVICES:** The Lessor will furnish water and removal of garbage in accordance with regulations of the city. Lessee will use utilities supplied by the Lessor only for ordinary household uses and for no other use including washing car on the premises. The hot water tank thermostats are set at 120°. If Lessee sets thermostats at anything other than 120° the Lessee assumes such risk. The Lessor requires that any attempt to alter the thermostat setting be done by a qualified electrician. Lessee shall pay for all utilities and services including utility deposits where demanded by utility companies and shall keep said utility bills paid current. Any damage caused to leasehold premises by failure of Lessee to pay utility bills shall be at the expense of the Lessee. Lessee shall properly use and operate all electrical, gas, heating, plumbing, and other

fixtures and appliances supplied by the Lessor. Lessee agrees to pay for any and all damages caused by flooding, freezing, and broken pipes because of failure of Lessee to provide heat to leasehold premises during the winter months, and shall be repaired by the Lessor at Lessee's expense without deduction for depreciation. Lessee shall properly dispose from his/her residence all rubbish, garbage, and other organic or flammable waste at reasonable and regular intervals, and assume all costs of refuse removal, extermination and fumigation for infestation caused by Lessee. Lessee shall keep all parts of the leasehold premises which he occupies and uses in a clean and sanitary condition at all times.

**SEPARATE SERVICE:** If any agent of Lessor renders any other services of any nature for or at the request of the Lessee, his family, employees, invitees, or guests, then, for the purposes of such service, such agent shall be deemed the agent of the Lessee, regardless of whether or not payment is arranged for such services, and Lessee agrees to relieve Lessor and hold Lessor harmless from any and all liability in connection with such service.

Solicitors are not permitted on the premises or part thereof.

**LOCKS & KEYS:** Lessee shall not change existing locks on leasehold premises and no additional locks shall be placed on doors of premises. Lessor shall have the right to replace and/or reconfigure locks without Notice in the event Lessee alters existing locks. Upon termination of this lease, the Lessee shall surrender to the Lessor all keys to locks on the premises, including but not limited to, mail box keys, storage keys, laundry room keys, garage keys, pool keys, recreational keys and/or cards.

**CAR PARKING:** Lessor shall provide car parking space per residence on site to Lessee. Lessor has granted Lessee this parking privilege for which the Lessee pays no rent and the Lessee has no right to loan, rent, or assign this parking space for use by any other person, Lessee shall park only that vehicle registered with the Lessor or Lessor's agent in said space. All other vehicles will be towed at owner's expense by towing company posted on site. Currently licensed passenger cars only are allowed to be parked on site. No all terrain vehicles, trucks, campers, trailers, boats, buses, motorcycles, motor homes, or any other motorized vehicles of any type or description are allowed parked on site. No storage of any vehicles allowed on site. Absolutely no maintenance or repair of any kind to vehicles allowed on site and no vehicles with flat tires or in any state of disrepair, whether visible or not, shall be allowed to park on site. No car washing on site, except on coin operated car wash stalls, if applicable.

**SUBORDINATION:** this lease is subordinate to all security interest which may now or hereafter affect the real property, of which the premises form a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. In confirmation of such subordination, Lessee shall execute promptly any certificate the Lessor may request. Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any

such certificate or certificates for and on Lessee's behalf.

**LESSOR LIABILITY:** Except in cases of Lessor's negligence or as otherwise provided by law, the Lessor shall not be liable to the Lessee, his/her family, invitees, agents, employees, or guests for any damage to persons or property caused by act or omissions of other Lessees or other persons, whether such persons be off the property of Lessor or on the property with or without permission of Lessor, nor shall Lessor be liable for losses or damage from theft, fire, water, rain, storm, explosion, sonic boom, or other cause whatsoever; nor, to the extent allowed by law, shall Lessor be liable for losses or damages from failure, interruption or malfunction in the utilities provided to Lessee under this lease; nor, to the extent allowed by law, shall Lessor be liable for injuries in or around the recreational facilities or elsewhere on the premises. Further, Lessor shall not be liable for any defects in the premises or damage caused by such defects, if the defects are unknown to the Lessor. Lessee agrees to obtain personal property and Renter's insurance for the benefit of Lessee and Lessor as an addition coinsured.

**LESSOR ENTRY RIGHTS:** The Lessee shall not unreasonably withhold consent from the Lessor to enter the leasehold premises in order to inspect the premises, make necessary or agreed repairs, alterations or improvements, supply necessary or agreed services, or exhibit the leasehold premises to prospective or actual purchasers, mortgages, Lessees, workmen, or contractors. The Lessee hereby consents to entry and the Lessor or Lessor's agent may enter the leasehold premises without the further consent of the Lessee in case of suspected emergency or abandonment, or with two (2) days notice, or such shorter time as allowed by law. Lessor agrees to provide a telephone number for contact when issuing Notice of Intent to Enter.

**WAIVER:** Waiver by the Lessor of any breach of any covenant or duty under this lease is not a waiver of a breach or any other covenant or duty by the Lessee, or of any subsequent breach of the same covenant or duty. Lessor's acceptance of rent after issuing a notice of default shall not be construed as a waiver of said notice of default other than the Lessee's failure to pay that portion of the particular rent so accepted.

**SUBLETTING/ASSIGNMENT:** The Lessee shall not assign this lease, sublet, or allow any other person to occupy the premises hereby leased or any part of his/her interest thereof, without the prior written consent of the Lessor and the payment of an assignment fee in an amount equal to one (1) month's rent. The fee and required information is due to Lessor at the time of request to sublet from the Lessee. Lessor has no duty to consent to assignment and/or sublease. The Lessor reserves the right to assign his/her interest in this lease, and sums received hereunder, on sale or release of leasehold premises.

**NOTICE TO TERMINATE:** At the expiration of the original term of this lease and a continued mutually agreed month-to-month tenancy of Lessee, the tenancy agreement must be terminated by written notice delivered to the Lessor, or Lessor's agent, thirty (30) days or more before the next rent paying period. Lessee shall vacate the leasehold premises on or before the last day of the month.

Lessee agrees to pay rent and utilities for the entire last month of tenancy. A written



thirty (30) day notice to vacate received by Lessor, or Lessor's agent less than (30) thirty days prior to the first day of the next rental period is not valid and Lessee is obligated for the next month's full rent and utilities.

Lessee shall not vacate or abandon the premises at any time during the lease term; and if Lessee does abandon, vacate, or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of the Lessor. Lessee is responsible for all advertising costs to re-rent leasehold premises and for all costs to re-rent said leasehold. Lessee is responsible for all rents and all utilities until such re-rent.

**VIOLATION:** Lessee has a duty to supervise and control the conduct of Lessee's family, guests, and agents. Violation by the Lessee, his/her family, invitees, guests, employees, and agents of any of the terms of this lease shall be deemed as a violation by Lessee and shall give the Lessor the right to terminate the lease and commence eviction proceedings as provided for by law.

**FEES, ATTORNEY FEES AND COSTS:** If, by any reason of any default on the part of the Lessee, it becomes necessary for the Lessor to issue a 3-Day Notice to Pay Rent or Quit, or a 3-Day Notice to Comply to the Lease, or any notice, then Lessee shall pay a \$40.00 fee as additional rent to the Lessor for the issuance, service, and mailing of said 3-Day Notice, or any Notice to Comply. Said fee is due at the issuance of any notice. If, by reason of any default or breach on the part of either party in the performance of this agreement, a legal action is instituted the losing party agrees to pay the prevailing party all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease shall be commenced and maintained in the County where the leasehold premises is situated regardless of Lessee's residence or place of business.

If Lessee terminates lease prior to lease expiration date or without proper notice being given after expiration and term is month-to-month, Lessee shall be responsible for any and all advertising costs, plus all other costs to re-rent said leasehold in addition to all rents and utilities due under said lease.

**LEASE:** This lease, with written addendums hereto, represents the entire agreement between Lessor and Lessee and no other representations shall be binding or valid. Any modification to the lease must be in writing and executed by Lessor and Lessee, as the agent does not have authority to bind the Lessor unless the same is reduced to writing. The Lessor's agent has no authority to modify the term and covenants of this lease, the only authority the agent has is to fill in the blanks as indicated on the lease. If any term, conveyance, or condition of this lease agreement is found to be void or unenforceable by reason of law, the remaining portions of this lease shall sever and survive, remaining in full force and effect.

**ADDENDUMS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.**

- a) Smoke Detector
- b) Lead Paint Reduction Act, including "Protect Your Family from Lead in Your Home"
- c) EPA Mold Addendum-"Mold Moisture and Your Home"
- d) House/Duplex Rules
- e) \_\_\_\_\_
- f) \_\_\_\_\_

**Lessor maintains an address/agent in the county where the premises is situated. Lessor/Agent Name and address for receipt of rent and/or Notice:**

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

Lessee hereby acknowledges receipt of a copy of this agreement and property condition checklist. Lessee may request one free replacement copy of the lease during tenancy. \_\_\_\_\_ (Please Initial)

\_\_\_\_\_  
LESSOR DATED

\_\_\_\_\_  
LESSEE DATED

\_\_\_\_\_  
LESSEE DATED