

1. Residency and Financials

1.1 DECLARATIONS

LEASE AGREEMENT

This is a legally binding contract made and entered into on <<Lease Creation Date>> (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) <<Tenants (Financially Responsible)>>

<<Unit Address>>

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.

1.2 TERM

The lease shall be for a term beginning <<Lease Start Date>> and ending <<Lease End Date>>. See section 2.8 for all details regarding termination. Effective on the last day of the TERM, the lease will automatically renew for a TERM of 12 additional months. An automatic 12 month renewal will take place on each anniversary thereafter.

1.3 RENT

Tenant agrees to pay Landlord for the use and occupancy of leased premises, a monthly amount of <<Monthly Charges>> to Jacob Grant Property Management. In the event a check bounces, tenant agrees to pay a \$95.00 Non-Sufficient Funds (NSF) Fee. Paper Service Charge will be discounted (removed) if Tenant sets up automatic ACH payments to be drafted on the 1st of each month through the Tenant Portal. Tenant must notify Landlord in writing when this is completed before discount is applied. Discount will begin on the date Landlord receives written notification that ACH payments are being drafted on the 1st from the Tenant. Discount is not retroactive. After the TERM, Landlord may adjust rent with a 30 day written notice.

1.4 PAYMENT

Payment may be hand delivered to rent drop box, mailed or paid online at <http://jacobgrant.com>. Rent will not be paid in cash. Rent shall be due **on or before the 1st day of each month**. If rent has not been delivered in the outside drop box to below address by 5:00 PM on the 5th of the month Tenant will begin accruing late charges (see section 20). This includes weekends and holidays. If rent is paid late (after the 5th at 5pm), it must be paid in guaranteed funds using a money order, cashier's check, or credit card. Rent drop box address: <<Company Address>>

1.5 ALLOCATION OF FUNDS

Monies paid by Tenant shall be applied in the following order (1) non-sufficient fund fees, late fees and/or Tenant Service fees (2) Tenant caused billing (3) past due utilities (4) attorney fees (5) Tenant caused property damage, past due rent, oldest month to newest. Tenant agrees to this allocation of funds despite any limiting or restrictive endorsement or memo contained on the payment.

1.6 DEPOSITS

The Tenant(s) shall deposit with Landlord as a Security Deposit, the sum of **\$570.00** payable prior to occupancy by means of secured funds. Cash or personal checks will not be accepted as payment for a security deposit. Tenant cannot use the security deposit during the occupancy, or term of the Lease Agreement for rent. Rent must be paid in full during occupancy and lease of the property. The Landlord shall furnish, no later than 30 (thirty) days after the Tenant has provided Landlord written notice that he has vacated the Premises, an itemized statement for the deposit. Landlord may use/deduct deposit funds for the damage, cleaning, legal expenses, costs of collection, loss of Landlord personal property included in this Lease Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, change of locks if keys issued are not returned or if Tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees. Tenant understands that the deposit will only be refunded when the property is completely vacated and all of Tenant's personal property has been removed. Any refund from the security deposit will be made payable to the Tenant as shown on the Lease Agreement. Should Owner change management companies or sale the property, Tenant authorizes Landlord to assign this Agreement to the new Owner or Management Company and release any deposits or other Tenant related funds to the new Owner or Management Company, less any fees owed to Landlord as described within this Agreement and hold Landlord harmless from that assignment date and forward. (*Idaho Code, Section 6-321*). Tenant agrees to forfeit full deposit if ANY of the terms of the lease are broken

by the tenant. In the case of a full forfeiture, tenant agrees to be additionally financially responsible for all carpet cleaning, housekeeping, repairs, marketing, and lost rent to prepare the property for market. 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.

1.7 MOVE IN CHARGES

One time charges:

<<One-time Charges>>Prorated charges:

<<Prorated Charges>>

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

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2. Policies and Procedures

2.1 COMMUNICATION AND NOTICES

Landlord and Tenant agree that all notices, complaints, requests for repairs, and any other communication must be done in writing. Both Landlord and Tenant agree that communication via email is an acceptable form of communication and constitutes written notice. This includes all written notices as outlined herein. Notices may also be served by 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 by one Tenant is binding on all other Tenants or guests of the premises.

2.2 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.

2.3 UTILITIES

Tenant shall pay all utilities on the property. Utilities must be in the Tenant's name prior to occupancy. This includes but is not limited to: electricity, water, sewer, trash, and natural gas

2.4 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. If pests exist in the property after move out, Tenant agrees to be financially responsible for removing those pests.

2.5 RENT INCREASES

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

2.6 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.

2.7 CHARGES

1. **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 paid by the Tenant(s).

2. **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 \$15 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 \$75 on the 7th day it will be \$90, etc.). The maximum late fee for one month is \$225.
3. **Lease Violation:** The Tenant service charge for delivering a notice of any non-compliance with this lease agreement is **\$95.00**. Other charges may apply depending on the condition of the premises.
4. **Termination Retraction:** In the event that a written notice to move out has been provided to the Landlord and the Tenant retracts this notice in writing and wants to continue living in the property, Tenant agrees to pay a \$150 Tenant Service to remove property from move out workflow.
5. **Addition of Roommate:** The processing charge to add a roommate is \$195.
6. **Removal of a Roommate:** The processing charge to remove a roommate is \$195.
7. **Change in Charges:** The Landlord may change the type or amount of late charges or service fees by giving 30 days' written notice to the Tenant(s).
8. **Unauthorized animals:** Tenant agrees to pay a \$250 fee for any animals brought onto the premises without written consent.
9. **Notice Delivery Service:** In the event that rent is not paid in full by the 5th of the month, Tenant agrees to pay \$45 service charge for a 3 day notice delivery.

2.8 TERMINATION

1. **Tenant's Termination Procedure:** To terminate this contract, Tenant must provide written notice 30 days prior to the end of the TERM (see section 1) AND 30 days prior to Tenant move out. If the agreement is terminated by the Tenant prior to the end of the Term or after renewal, it will be considered "Early Termination" or "Non-Conforming Termination." See below for details.
 1. Upon giving a 30 day termination notice, the Tenant(s) agrees to provide a single forwarding address for notices and accounting. If within 15 days after actual move out date, Tenant has failed to provide a forwarding address to the Landlord in writing, Tenant agrees to forfeit any refundable security deposit.
 2. Return key to Landlord office immediately upon move out.
2. **Early Termination:** If Tenant must terminate the lease prior to the expiration of the term, they may do so with 30 day written notice. Tenant will complete the following to qualify for "Early Termination:"
 1. Provide written notice no less than 30 days prior to move out.
 2. Pay \$350 Termination Fee and \$100 Marketing Fee within 7 days of providing written notice.
 3. Pay the rent, utilities and any other obligations such as snow removal and lawn service, until the property is re-rented.
 4. Return key to Landlord office immediately upon move out.
3. **Lease Takeover:** Tenant may at their option, provide Landlord with a qualified Tenant to assign this Agreement by completing the following:
 1. Provide written notice of intent to assign the lease.
 2. Pay Lease Takeover Fee of \$350.
 3. New applicant(s) must apply and qualify under Jacob Grant application guidelines.
 4. Lease Takeover documentation must be signed by both parties.
4. **Non-Conforming Termination:** If Tenant terminates the lease without following specific procedures outlined above or Landlord terminates lease due to repeated non-compliance with the lease, Tenant agrees to
 1. Pay a \$750 Administration Fee and \$100 marketing fee.
 2. Pay the rent, utilities and any other obligations such as snow removal or lawn services, until the property is re-rented.
 3. Return key to Landlord office immediately upon move out.
5. **Landlord's Termination:** After the initial term of this lease, the Landlord may terminate tenancy at any time, with or without stated cause, upon giving Tenant not less than 30 days written notice.
6. **72 hour notice (3-day pay or quit notice):** In the event that a "3-day pay or quit notice" is delivered to Property, Landlord may terminate the rental agreement and take possession of the premises as provided by law.
7. **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.
8. **Omissions:** Any omission or misstatement on the application for this dwelling unit may, at the option of the Landlord, be grounds for immediate termination of this tenancy.
9. **Partial Payments:** Landlord accepting partial payment does not waive the right to terminate if the balance of rent is not paid as agreed in writing.
10. **Accepting of Deposit:** Acceptance of deposit does not constitute a waiver of Landlord's right to terminate for nonpayment of rent. After termination, security deposit can be used to pay unpaid bills to Landlord.
11. **Habitability:** If the Property is declared "uninhabitable" or an "unsafe environment" by city official, fire chief, or property manager, this lease will terminate immediately regardless of lease term.

2.9 HOLDOVER TENANCY

If tenant fails to deliver possession of the premises to landlord at the expiration of this lease, the tenancy shall still be governed by this lease on a month-to-month basis.

2.10 ENTRY INTO PREMISES

Tenant(s) shall not 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 time with 24-hour written notice. In the event that entry is refused, Tenant agrees to pay "No Show" fee. If Tenant schedules meeting for maintenance or inspection and is not present for the same, Tenant agrees to pay "No Show" fee. If pet is not kenneled for a scheduled inspection or repair, making the scheduled inspection or repair impossible, Tenant agrees to pay a "No Show" fee.

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

X _____
Initial Here

3. Responsibilities

3.1 STANDARDS

1. **SMOKING:** There is NO smoking allowed within the premises at all. Any damage caused will be at the sole expense of the Tenant. People may smoke 25 feet away from entrances. Smokers will smoke downwind of the building entrances to avoid smoke going into windows or open doors.
2. **PETS:** No dogs, cats, other animals, aquariums, water beds, without express written consent from Landlord.
3. **OCCUPANCY:** The **ONLY** people that will occupy said property are: <<Other Occupant(s)>> *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 3 days in a two month period. To add a room-mate or another Tenant living in the property, an application must be filled and associated fee must be paid prior to roommate move in. (see section 20 for charge). To remove a roommate, Tenant to remain must re-apply for the property, qualify and pay associated fee outlined in section 20.
4. **ATTORNEY FEES:** In the event it becomes necessary to enforce this agreement through the services of an attorney, Tenants agrees to pay Landlord's attorney fees and any cost incurred.
5. **CONTACT:** Tenant agrees to keep Landlord informed of any change in contact information in writing.
6. **CLEANLINESS:** Tenant shall return premises to Landlord in every way clean. The Landlord's definition of "clean" shall be binding on the parties.
7. **MOLD AND MILDEW:** Tenant agrees to use proper climate control, keep apartment clean, and run exhaust fan during showering as necessary to prevent moisture 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 further agrees to indemnify Landlord, and shall not hold the same liable for any damages caused to Tenant, Tenant's guests, occupants, or any property within the premises resulting from mold or mildew. Resident shall indemnify Landlord from any liability relating to mold or mildew resulting from damages to any person or property within Premises regardless of the source of the mold or mildew.

3.2 SITE UNSEEN

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

3.3 NOTICE OF ABSENCE

Tenant(s) shall notify the Landlord in writing, 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 non conforming termination of the lease and rules under 21c will be followed.

3.4 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 time with 24-hour notice.

3.5 SUBLEASE

Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises. Any attempt to transfer of sublease shall be void.

3.6 RENTERS INSURANCE

1. Landlord IS NOT legally responsible for loss to the residents' personal property, possessions or personal liability, and Landlord'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.
2. If damages or injury to Landlord's property is caused by resident, resident's guest(s) or child (children), the Landlord's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under Landlord's policy. Nothing herein shall require Landlord to obtain insurance for Tenant. Landlord's willingness to assist or remind Tenant of the insurance requirements shall not be deemed to create a duty in the Landlord to obtain insurance for the Tenant. The requirement to obtain insurance is the sole responsibility of the Tenant regardless of Landlord's efforts with regard to Tenant's insurance.
3. Renters Insurance is required at all times during tenancy. Tenant may bring a copy of certificate of insurance naming Jacob Grant Property Management, inc. as a certificate holder or you may attain insurance through <http://epremiuminsurance.com>. Tenant agrees to have renter's insurance at all times. 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.

3.7 USE OF PREMISES

1. **Use:** The premises shall be used only as a dwelling unit. Tenant(s) shall use in a legal and residential manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the premises.
2. **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 volume that does not disturb neighbors. Tenants and their guests shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of the premises.
3. **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) agrees to pay for damage to the building or furnishings 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.
4. **Malfunctions:** Tenant(s) shall report immediately in writing, all malfunctions of equipment, failure of essential service, or need of repair in writing.
5. **Vehicle Repair:** No vehicles shall be repaired on the premises. No inoperable, or dismantled vehicles are allowed on the premises. All vehicles must have current registration tags.
6. **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.
7. **Maintenance:** Tenant has examined the property, acknowledges it to be in good repair and agrees to provide prompt written notice 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 (tenant agrees to disconnect all hoses from exterior of building during freezing months), or damage to carpet, linoleum, or other permanent fixtures by burns, spillage, careless visitors, or other misuse, neglect or malicious behavior.
8. **Tenant Responsibilities:** Tenant is responsible for furnace filter replacement once per month, cleaning duct openings, replacement of light bulbs, smoke alarm battery, and clearing plumbing blockage.
9. **Flammable Material/Smoking:** Tenant(s) shall not house flammable materials. All damage caused by smoking shall be repaired or replaced at the tenant's expense.
10. **Negligence:** Any damage or injury due to the Tenant's negligence or negligence of Tenant's guest shall be the responsibility of Tenant and Tenant agrees to indemnify Landlord for any such damage or injury.
11. **Trampolines or pools:** No trampolines or pools of any kind will be kept on premises.

3.8 SMOKE ALARM

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.

3.9 JOINTLY AND SEVERALLY LIABLE

If a rental unit is occupied by more than one occupant it is agreed that each person will be held responsible for the entire lease agreement, rent and any other additional charges until the rental account is paid in full. Any prepaid rents and/or deposits (including pet deposits) will remain charged to the account and will not be applied until such time that all Tenants legally vacate the dwelling unit.

3.10 COLLECTIONS

In the event that Tenant becomes delinquent and payment is not made on the amounts owing under the terms of this agreement, and the balance is placed with a licensed collection agency, Tenant agrees to pay the fees of the collection agency, which amount is heretofore agreed to be double the outstanding balance at the time the account is placed for collections. The collection agency fee will be calculated and added at the time the account is placed into collections. In addition to the initial Experian Credit Report, Tenant gives permission to Landlord or licensed collection agency working as an agent for the Landlord, to access up to 2 additional credit reports pulled for the benefit of collecting unpaid debt.

3.11 HOUSE RULES

House rules are in place to protect your and others' right to peaceful enjoyment of the premises. Accordingly, the management requires that the Covenants Conditions and Restriction for the property and following rules be observed:

1. **Noise:** Please be conscientious of others. Stereo, radio and television sets are to be kept at a volume that cannot be heard in the next apartment. Use of all common areas (patios, parking lots, etc.) shall be between the hours of 9:00 AM and 10:00 PM. This means the barbeque or party must end QUIETLY after 10:00 PM so others may sleep.
2. **Automobiles:** Non-functioning and non-licensed vehicles are not allowed on the property. Repairs are not allowed on the property. This includes all changes or repairs, tire changes, and tune ups. If your car leaks oil, you are responsible for cleaning up all your oil drippings. Washing of vehicles on the property is prohibited. Cars parked in areas that obstruct the flow of traffic in and out of the premises will be towed at owner's expense. Apartment residents are to park in their assigned area only. Guests must park their cars in the street.
3. **Renters Insurance:**
4. **Occupancy:** Prior written permission is required for all guests staying longer than 3 days.
5. **After Hours Emergency: 208-351-1563** Call only if damage is occurring to person or property and something can be done such as turning off running water. Most urgent matters will have to wait for daytime hours to address and fix the situation, such as power outages or noise complaints etc.
6. **Tenant Maintenance & Responsibility:** Please report promptly any dripping faucets, running toilets, or any other items that need repair. The unit must be kept clean, sanitary, and free from objectionable odors. Tenant is responsible for costs of repair for clearing stopped up toilets, sinks, and all drains due to resident negligence. No items besides toilet paper and human waste should be flushed down toilets. Do not pour any fat or oil down kitchen sink. Clean debris (hair) from showers and sink frequently to avoid clogs and other related problems. Dishwashing machines must be used at least once every 2 weeks to keep them functioning properly.
7. **Maintenance Requests:** All maintenance requests must be made in writing. ie. Online at <http://jacobgrant.com> or drop off at office.
8. **Common Areas:** Please help keep common areas clean and neat. No personal items shall be left on or around property. No littering of cigarette butts, papers, trash, or beer cans allowed anywhere on driveways, hallways, yard, or other common areas by occupants or guests. Clothing or towels shall not be hung outside on any ledge or balcony. Patio may be used for 1 barbecue and or 2 patio chairs
9. **Garbage:** Garbage should be kept in appropriate containers and removed frequently. Tenant is responsible for the cleanliness of the exterior of the property and may be charged for trash found on or near property.
10. **Pest Control:** Tenant is responsible for any pest control. Owner is not responsible for any damage done to the tenant's person or property by such pests, or any other persons on the premises. Tenant is encouraged to keep premises clean as this will eliminate most common pest problems.
11. **Tenant Safety:** All doors must be locked during absence of resident. Storage of gasoline or other combustibles in unit is prohibited. **It is the responsibility of the tenant to regularly check the smoke alarm and to replace the 9-volt battery as needed. If smoke alarm is not working with new battery, call manager immediately for replacement of alarm.**
12. **Renters Insurance:** Stay current with renter's insurance. Theft, vandalism, freezes, fire, etc., are examples of personal losses which only you can insure against. Your personal property is not covered under the landlord's policy.
13. **Smoking:** is prohibited in or around the building. **(Must be 25 feet from building)**
14. **Satellite:** No TV Satellites are allowed except with written permission and a removal service charge. *See satellite clause*

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

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4. General Clauses

4.1 UNENFORCEABLE PROVISION

If a portion of this rental agreement should be ruled unenforceable by the courts, the other portions remain in full force.

4.2 ENTIRE AGREEMENT

This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

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

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5. Sign and Accept

5.1 CONFIRMATION OF UNDERSTANDING

I have fully read and understand the lease in its entirety. I have watched the leasing video and had all questions answered.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed