

# 1. Lease Packet

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## 1.2 WELCOME & INSTRUCTIONS

Dear <<Tenants (Financially Responsible)>>,

Thanks for choosing Jacob Grant Property Management! **Your lease is attached below and must be signed within 24 hours or we may continue marketing the property to other applicants.** Before moving in you will receive further information and instructions regarding rent payments, online access, move-in inspection and more.

- All residents over the age of 18 must review and sign the lease and "House Rules" page.
- The 1st rent payment (see below) must be paid online via your Resident Portal on or before your move-in date.

**New Address:** <<Unit Address>>

**Movein Date:** <<Move-in Date>>

Deposit:	\$Total Deposit Amount (Including any Double Deposit)
Pet Deposit:	\$Refundable Pet Security Deposit
Pet Lease Initiation:	\$Pet Lease Initiation Fee
Lease Initiation Fee:	\$Lease Initiation Fee
Pro-Rated Rent & Charges:	<<Prorated Charges>>
Next Month's Rent/Charges:	\$Next Month's Rent Amount
* (if applicable)* If movein date is after the 20th of the month then the resident must pay prorated ren/charges AND the next months rents/charges	\$Next Month's Additional Charges Amount (1) \$Next Month's Additional Charges Amount (2) \$Next Month's Additional Charges Amount (3)
Total Amount Due before Movein Date:	<<Total Charges Due at Move-in>>

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

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

## 2. Lease Agreement

### 2.1 PARTIES

**PARTIES:** <<Tenants (Financially Responsible)>><<Co-Signer(s)>>

being all the allowed Occupants of the Premises eighteen years of age or older (hereinafter collectively referred to as "Resident"); with <<Other Occupant(s)>> being all the allowed Occupants of the Premises under the age of eighteen. Resident represents and warrants that it has legal custody and is legally responsible for all minors.

AND the herein-named Jacob Grant Property Management, Inc. (hereinafter referred to as "Owner").

THIS AGREEMENT, entered into the date first written below is between the parties listed herein for the Premises located as follows:

**PREMISES:** <<Unit Address>>

(herein referred to as the "Premises") is for use as a private residence only, according to the terms set forth herein. No other occupants shall reside in the Premises except as listed above. Guests staying within the Premises over three consecutive days or more than five days in any calendar quarter will be considered a violation of this provision unless prior written consent is given by Owner. Owner may restrict any guest for any or no reason.

### 2.2 RENT & FEES

**Recurring Monthly Charges:**

<<Monthly Charges>>

**Move-in charges (Pro-rated, if applicable):**

<<Prorated Charges>>

**One-Time Movein Charges:**

<<One-time Charges>>

**Other convenience and penalty charges outlined in the lease below:**

Service of Notice Fee: \$45                      Month-to-Month Fee: \$100

Lease Violation Fee: \$95                      Unapproved Pet Fee \$250

Late Fee: 10% of the monthly rent if not paid in full by 5pm on the 5th of the month.

### 2.3 TERM

**Commencement Date:** <<Lease Start Date>>. **Initial Term End Date:** <<Lease End Date>>.

The initial term shall commence on the Commencement Date and will end on the Initial Term End Date. Occupancy will start on the Commencement Date unless the Premises is not available for occupancy. Owner shall not be liable for any damages in the event the Premises are not available for occupancy on the Commencement Date. This agreement will automatically renew on a month-to-month basis unless written notice of termination is given by either party at least thirty (30) days before the initial term ends. A month-to-month convenience charge of \$100 shall be added to the Monthly Rent in the event the Resident remains in the Premises after the expiration of the Term, no notice is necessary. Owner may increase the rent and fees on a month-to-month tenancy upon thirty (30) days' written notice. On the 1st day of the next month after the Initial Term End Date, the Month-to-Month Fee will apply, along with any other changes permitted by this Agreement. The Lease Initiation Fee above shall be paid upon execution of this Agreement and shall be deemed consideration for the institution of this Agreement and is not a deposit. The Pro-rated rent charged is a stated amount and is not related to the Monthly Rent. The Owner shall be entitled to Eviction Fees for the work processing the paperwork to the attorney for eviction after the failure of the Resident to comply with any eviction notice. The Resident shall be obligated to pay these fees once the work is done regardless of whether the eviction is filed.

## 2.4 PAYMENT

Resident agrees to pay Owner for the use and occupancy of leased premises to Jacob Grant Property Management. Rent shall be due on or before the 1st day of each month. Payment must be paid online at <http://jacobgrant.com>. Rent will not be paid in cash. If rent has not been paid by 5:00 PM on the 5th of the month resident will be charged a late fee of 10% of past due charges. Monies paid by Resident shall be applied in the following order (1) non-sufficient fund fees, late fees, and/or Resident Service fees (2) Resident caused billing (3) past due utilities (4) attorney fees (5) resident caused property damage, past due rent, oldest month to newest. The resident agrees to this allocation of funds despite any limiting or restrictive endorsement or memo contained on the payment. The Owner's acceptance of rent from any person, not identified as a Resident or an authorized Occupant, shall be deemed to be the payment of rent on behalf of the Resident and shall not constitute Owner's consent for said person to occupy or reside in the Premises. Resident agrees that it will not make any payment required by this Agreement in cash. Cash will not be accepted by Owner and any cash payment shall not be deemed to be a valid payment on any obligation under this Agreement. Resident agrees to notify Owner of any request by any agent, employee, or manager to make any payment in cash. No cash payment shall be evidence of any payment required by this Agreement. Rent is not considered accepted, if the payment is rejected, does not clear, or is stopped for any reason. Any payment or other instrument returned shall accrue the maximum charges as allowed by law which shall be in addition to the late fees. Owner may without notice require payments in money orders, certified funds, or any other method of payment including electronic payments. Acceptance of personal checks and money orders is not required. The Owner may require electronic payments to be made through a designated payment portal, and Owner may establish Rules and Regulations governing such electronic payments. Electronic payments are not deemed received if paid after service of an eviction notice. Owner shall be entitled to reject and return any funds paid electronically through any means other than the Owner's approved online portal if done so within five (5) days after the Resident gives notice in writing of such payment. . Any dispute in amounts due by Resident must be stated in a separate written notice provided to Owner and not merely stated on the face or back of a negotiable instrument. Such dispute must be mailed to the Owner at the registered agent's office or delivered to the address herein.

## 2.5 SECURITY DEPOSITS

The resident(s) shall deposit with the Owner as a Security Deposit prior to occupancy by means of secured funds. Cash or personal checks will not be accepted as payment for a security deposit.

1. The security deposit above shall be paid in full prior to the Resident taking possession of the Premises. Resident's failure to pay the security deposit as required shall be deemed a material breach of this Agreement and Resident shall be subject to the remedies provided herein. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be applied at Owner's discretion. Resident agrees to promptly replenish the security deposit within five (5) days after the notice is given and Resident may not apply any portion of the security deposit to any month's rent nor any other obligations during occupancy. Resident's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:
  1. The full Agreement term has expired, or the Agreement has been terminated without default of Resident and Resident has not "held over." "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination and that notice has expired.
  2. The resident has provided written notice of intent to vacate as required by this Agreement to the Owner prior to the Initial Term End Date or the required notice under this Agreement if on a month-to-month basis. This provision does not allow Resident to terminate the Agreement prior to the expiration of the initial term but does require the appropriate and timely notice of the intent to vacate at all times.
  3. The resident has no other monies due pursuant to any term or condition of this Agreement or any other amounts due to the Owner from any other agreement, arrangement, addendum, or other indebtedness.
  4. The resident has thoroughly cleaned the Premises, appliances, and fixtures, and has removed all of its property and any garbage from the Premises. The Resident acknowledges that there are specific charges that Owner may charge for cleaning and damages. Those charges are agreed to by the Resident. The owner will be entitled to and may deduct from the security deposit monies due pursuant to the Owner's cleaning/move-out charge list and all other reasonable charges to accomplish cleaning, carpet cleaning or repair to allow the Premises to be re-rented. Owner may also deduct deposit funds for the legal expenses, costs of collection, loss of Owner personal property included in this Lease Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, resident-caused billing, pest control, change of locks if keys issued are not returned or if Resident provides an unauthorized person with any key to the property, termination fees, and re-rent fees.
  5. All individuals using or occupying the Premises have surrendered the Premises to the Owner, and all keys to the Premises, mailbox, storage rooms, access cards, fobs, entry devices, garage devices, and all other keys and passes related to the Premises are turned in to the Owner.
2. As required by law following the letter of Resident's surrender of said Premises to Owner or Resident providing a forwarding address, the Owner will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made. However, the Resident shall not be entitled to any damages merely because Owner fails to provide the statement.
3. It is the Resident's obligation to provide the Owner with all required notices in writing prior to move-out. The resident agrees to the charges as stated and as may be amended on the move-out form. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand
4. Should the Owner change management companies or sell the property, Resident authorizes Owner to assign this Agreement to the new Owner or Management Company and release any deposits or other Resident-related funds to the new Owner or Management Company, less any fees owed to the Owner as described within this Agreement and hold Owner harmless from that assignment date and forward. (*Idaho Code, Section 6-321*). Owner reserves the right to terminate the lease based on an arrest for any reason, for domestic disturbances, violence, drug trafficking, use of illegal drugs, failure to pay rent, or destruction of property. The owner agrees to refund any deposit rightfully due to the resident within 30 days of proper termination of tenancy along with a statement in the case

that there are charges.

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

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

## 3. Policies & Procedures

### 3.1 COMMUNICATION & NOTICES

Owner and Resident agree that all notices, complaints, requests for repairs, and any other communication must be done in writing which includes electronic communication. Resident agrees that any and all notices required by this Agreement or by law may be served by emailing the notice to Resident at the email address provided, whether or not Resident has departed from, abandoned, or vacated the Premises. The resident is obligated to maintain a proper email address for the delivery of any notices. The resident may change that email by delivering a written notification of the change to the Owner. All Residents acknowledge that notice to this email address shall be effective for all Residents. Notice given to or received by one tenant is binding on all other tenants or guests of the premises. Owner may also give any notice required by this Agreement by hand delivery or posting. Resident further agrees to allow all communication to Resident from Owner, its agents, and attorneys to be through text messaging (SMS Messages) and/or email. Resident agrees and acknowledges that the cellular number provided is its private cellular phone that can receive text messages and that communication, including confidential information, may be made to that number via text message. Resident agrees and acknowledges that the email address provided is his/her private email and that communication, including confidential information, may be made to that email address. Resident shall be obligated to notify Owner of any new number for text messages or changes to the requested number. Resident agrees that it shall be responsible for any and all charges relating to the receipt of text messages and agrees to such. This Agreement, along with valid email and cellular numbers, must be kept in effect throughout the occupancy and may only thereafter be revoked by written communication so stated. Resident hereby authorizes and grants express consent to Owner, its management, and its attorney to conduct any current and future business (including, but not limited to, eviction and/or collection activities) with Resident electronically, including but not limited to, communicating with Resident using the email address(es) provided herein or such other email address(es) Resident may hereafter provide verbally or in writing. In granting this consent, Resident understands and agrees that the Owner, its management, and its attorney may, but are not required to, conduct business with Resident electronically/via email. Resident further understands that Owner, its management, and its attorney cannot and does not guarantee the privacy or security of any information communicated via email, and as such, Resident hereby knowingly and unconditionally waives any and all claims Resident may have against Owner, its management, and its attorney that arise from or in any way related to communicating with Resident electronically/via email, including but not limited to claims of breach of privacy or security, unauthorized access or disclosure, or any claim under state and federal laws.

### 3.2 PROPERTY CONDITION

The resident has the right to inspect the Premises prior to signing this Agreement and the Resident agrees that it has been given the opportunity to conduct whatever inspection of the Premises is needed prior to signing this Agreement. Resident acknowledges that the Premises have been inspected, are in satisfactory condition, and all existing damages have been acknowledged in writing by the Owner. The Resident accepts the Premises in "as is" condition. Resident, by accepting keys to the Premises or moving its property into the Premises, evidences and accepts the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and in good working condition and that any exception has been or will be delivered to Owner in writing within 72 hours of accepting keys to the Premises or by moving its property into the Premises. The owner makes no warranty of any kind, express or implied, and relies upon the fact that the Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting reasonable wear and tear). The resident also agrees to maintain utility services to the Premises; if the Resident fails to maintain utility services to the Premises by failing to pay the required utilities, such action will be grounds for eviction. The resident shall also be responsible to maintain the temperature on the Premises to prevent damage to the Premises. Resident shall be responsible for any and all damages for failure to maintain utilities and temperature. The resident will return the Premises to the Owner in the same condition as when the Resident moved in (subject to reasonable wear and tear). Resident agrees to make no alteration or repair to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Owner, which permission may be withheld for any or no reason. The resident must obtain prior written permission for security cameras or security systems. Such cameras may only be used within the unit or at the entry door to the Premises. Security systems must be pre-approved and may not impair or impede Owner's access to the Premises. If Resident chose to sign the Agreement for Premises sight unseen for their convenience, parties acknowledge that Resident is fully obligated to the Agreement should they not take occupancy of the Premises.

### 3.3 UTILITIES

Resident shall be responsible for the payment of utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, administrative fees, or costs associated with utilities and services and related billing costs or billing, and the method of billing, metering, or otherwise allocating the cost and charges to Resident for utilities and services, unless agreed to otherwise in writing. Utilities shall be used for ordinary household purposes only. Resident must not allow utilities to be disconnected—including disconnection for not paying utilities.

All utility services are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Owner, nor is the Owner liable for interruption or termination. Resident shall be responsible for its own telephone service, media service (unless specifically stated otherwise), internet, and any other optional service which may be deemed a utility. Resident must obtain prior written approval to install a satellite dish and sign an addendum to this Agreement. The resident shall establish utilities in its name immediately. If Resident fails to establish utilities, Owner may at its option terminate this Agreement or bill Resident a handling fee of \$50 per utility per month. The resident remains liable for the utility billing and must make payment upon demand. The owner may establish a policy for payment of pro-rating utilities that are not directly metered, including but not limited to sewer, electric, gas, and water, and may charge the Resident a monthly administrative fee for such utility billing. Although not a utility, Owner may implement fees, restrictions, and policies for trash and waste removal.

### 3.4 PEST CONTROL

It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by the Owner. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that are brought into the Premises or upon Owner's property are free from any type of pest infestation including but not limited to bed bugs, mice, lice, and cockroaches. Resident warrants and represents that none of the items brought onto Owner's property or within the Premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it warrants to Owner that no infested items will be brought into the Premises or on Owner's property. Resident agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests that are brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests that exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness and clutter of the Premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, lice, and moths. The resident agrees to assist in the enforcement of this provision by reporting to the Owner any violations. Resident agrees to notify Owner immediately of any infestation or sighting of any pests within the Premises. The resident may, upon written approval of the Owner, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify the Owner prior to such company entering the Premises. All costs related to the resolution of any pest problem shall be the responsibility of the Resident. In the event it is necessary for the Owner to obtain pest control for another unit, a whole building, or the entire community, the Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost if the infestation is a result of Resident's actions or inactions. It is agreed and acknowledged that a pest problem may spread to other units. Failure of the Resident to notify the Owner and take appropriate action may result in additional units becoming infested. The owner may require that the Resident use specific pest control entities. All costs relating to the resolution of any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. Resident agrees that it shall indemnify and hold harmless Owner from any and all damages relating to pests within the Premises; extermination, control, or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

### 3.5 ABANDONMENT

In the event Resident abandons the property prior to the expiration of the lease, Owner may re-let the premises and hold resident liable for costs, lost rent, or damage to the premises. In the event Resident abandons any property on the property of Owner; such abandoned property may be sold, donated, or disposed of by Owner as allowed by law. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other property of the Owner. Any vehicle deemed abandoned by the Owner shall be removed by a licensed towing agency and sold or disposed of according to state law. Any excess funds from the sale of such a vehicle shall be secured by this Agreement.

### 3.6 MOVEOUT & EARLY TERMINATION

In a month-to-month tenancy or end-of-lease term termination, at least thirty (30) days' written notice of intent to vacate must be given to the Owner by the Resident prior to move-out. In the event of a month-to-month tenancy, the Agreement term shall extend to, and the rent shall be paid through the last day of the calendar month; in other words, the last month's rent must be a full month without any prorating (unless otherwise agreed to in writing by Owner). This Agreement may only terminate on the Initial Term End Date or on the last day of a month unless otherwise provided by law, stated herein, or by written agreement with the Owner.

The resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, loss of employment, marriage, divorce, loss of co-residents, bad health, problems with other residents, criminal activity within the community, or surrounding area, or any other reasons unless otherwise provided in this Agreement or specifically mandated by law. Upon vacating prior to the expiration of the initial term, this Agreement shall remain enforced in full, with all monies and future rent (later or through the end of the initial term or required notice period) immediately due and payable.

Upon giving a 30-day termination notice, the Resident(s) agrees to provide a single forwarding address for notices and accounting. If within 15 days after the actual move-out date, the Resident has failed to provide a forwarding address to the Owner in writing, Owner will send the move-out disposition to the last known address. The resident agrees to forfeit any refundable security deposit if mail is not deliverable. The resident agrees to deliver keys in a sealed and well-labeled envelope to the Jacob Grant office immediately upon moving out.

After the initial term of this lease, the Owner may terminate tenancy at any time, with or without stated cause, upon giving Resident not

less than (30) thirty days' written notice. In the event that a "3-day pay or quit notice" is delivered to Property, Owner may terminate the rental agreement and take possession of the premises as provided by law. If Resident(s) fails to pay rent and other charges or to comply with any terms or conditions specified herein, Owner may terminate the tenancy. Any omission or misstatement on the application for this dwelling unit may, at the option of the Owner, be grounds for immediate termination of this tenancy. The owner accepting partial payment does not waive the right to terminate if the balance of the rent is not paid as agreed in writing. Acceptance of the deposit does not constitute a waiver of the Owner's right to terminate for nonpayment of rent. After termination, the security deposit can be used to pay unpaid bills to the Owner. If the Property is declared "uninhabitable" or an "unsafe environment" by a city official, fire chief, or property manager, this lease will terminate immediately regardless of the lease term. If the resident fails to deliver possession of the premises to the Owner at the expiration of this lease, the tenancy shall still be governed by this lease on a month-to-month basis.

If the agreement is terminated by the Resident prior to the end of the Term it will be considered "Early Move Out" or "Non-Conforming Termination."

1. Non-Conforming Termination: If the Resident terminates the lease without following specific procedures outlined above or the Owner terminates the lease due to repeated non-compliance with the lease, the Resident agrees to
  1. Pay a \$750 Administration Fee.
  2. Pay 3 months of rent, utilities, and all other financial obligations outlined in this lease agreement.
  3. Return key to Owner's office immediately upon move out.
2. Early Move-Out Options are available. Contact your property manager for details.

Termination Retraction: In the event that a written notice to move out has been provided to the Owner and the Resident retracts this notice in writing and wants to continue living on the property, the Resident agrees to pay a \$150 Resident Service to remove the property from marketing.

### 3.7 MILITARY CLAUSE

In the event Resident is or becomes a member of the U.S. Armed Forces on active duty and (1) receives deployment orders for ninety (90) days or more, or (2) receives a change of station orders to permanently depart the local area, or (3) is discharged from active duty, then Resident may terminate this Agreement by giving thirty (30) days written notice as provided herein and by the Servicemembers' Civil Relief Act (SCRA). The resident may also utilize the SCRA to otherwise terminate the Agreement as provided by such Act. As required by the Act, the Resident shall be required to pay rent for thirty (30) days after the notice is given with appropriate documentation. Resident agrees to furnish Owner a certified copy of the official orders which warrant termination of this Agreement. Permission for base housing does not constitute a permanent change of station order. Other termination as provided under the SCRA will be allowed as provided by that Act.

### 3.8 REPAIRS

Resident agrees to request all repairs and services in writing provided to Owner. The owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Resident shall notify Owner immediately. Owner shall act with diligence in making repairs; the Agreement shall continue, and rent shall not abate during such periods. The resident may not hire or allow any third party to perform work on the Premises without Owner's prior written approval (or as allowed by law). The resident is responsible for and will reimburse the Owner for, any damages or loss caused to the Premises while the Resident is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse, or intentional misconduct of Resident, Resident's family, occupants, animals, guests, invitees, or others. The owner may charge for damages without immediately making repairs, if, in its sole judgment, the Owner determines that it is likely the damages will continue. Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance and Resident's insurance may not subrogate to Owner's.

### 3.9 ENTRY INTO PREMISES

Resident(s) shall not withhold consent to the Owner 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 residents. The Owner 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, the Resident agrees to pay a \$50 "No Show" fee. If the Resident schedules a meeting for maintenance or inspection and are not present for the same, the Resident agrees to pay a "No Show" fee. If animal is not kenneled or there is a minor home alone for a scheduled inspection or repair, making the scheduled inspection or repair impossible, the Resident agrees to pay a "No Show" fee.

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

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

## 4. Rules & Regulations

### 4.1 STANDARDS

**OCCUPANCY & GUESTS:** The resident, its guests, invitees, and other occupants shall comply with all written Rules and Regulations, including published House Rules, which shall be considered part of this Agreement. Such Rules and Regulations shall be available from Owner and the Resident acknowledges receipt of such Rules and Regulations. Owner may make reasonable rule changes if made in writing and notice is given to Resident. To add or remove another Resident (18yrs and older) living on the property, an application must be filled out and all parties must qualify. A new lease must be signed and leasing fees paid. Any apportionment of security deposits or of prepaid rents, between the Remaining Tenant and the Departing Tenant is solely to be resolved between them, and Owner has no responsibility for such apportionment.

Resident agrees that the conduct of Resident, its guests, invitees, and/or other occupants shall not be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts, or convenience of other persons. The Resident acknowledges and agrees that it is responsible for the actions of its guests, occupants, invitees, and others on the Premises due to Resident. Violation of this provision shall constitute grounds for immediate termination of this Agreement at the option of the Owner. Resident shall be liable to Owner for any damages to the Premises regardless of who caused the damage unless specifically caused by Owner or Owner's actions or inactions as described herein.

**PREMISES:** The owner may regulate the use of patios, balconies, and porches. The owner may regulate signs, flags, and displays which can be seen from the exterior. Sidewalks, steps, entrance halls, walkways, and stairs shall not be obstructed or used for any purpose other than ingress or egress.

The Premises are to be used only as a residence and may not be used for any business.

Resident understands and agrees that Owner may refuse to accept any package on Resident's behalf, even if Resident has authorized Owner to do so. If the Owner does accept a package or delivery on the Resident's behalf, Owner has no obligation or liability for failure to deliver such item to the Resident.

Swimming pools, storage rooms, laundry rooms, and other facilities, amenities, and common areas (if provided) are available to Resident as a privilege and not a right granted under this Agreement and are to be used wholly at the user's risk. Any person including Resident may be restricted from usage at Owner's sole discretion.

Among other things, the Owner may regulate, limit, or prohibit from the premises and the areas owned by Owner the following: swimming pools, trampolines, commercial equipment, nonresidential materials, weight or workout equipment, bicycles, tricycles, skateboards, guests who have lived or stayed in Resident's Premises, former tenants, and guests who, in the Owner's reasonable judgment, have been disturbing the peace or disturbing other residents or may cause a threat to other tenants or who have or may be violating Rules and Regulations.

**CLEANLINESS:** The Premises and other areas which are reserved for the Resident's private use shall be kept sanitary, clean, and free from clutter by the Resident. The resident agrees to ensure that the Premises are not a fire or safety hazard. If the Owner determines, in its sole discretion, that the Premises is unclean, too cluttered, or a fire or safety hazard, the Resident agrees to remedy the problems with appropriate notice. Garbage shall be disposed of only in appropriate receptacles. The owner may regulate trash and its disposal, including limitations on the amounts and types of trash/garbage that may be placed in its receptacles.

**ENFORCEMENT:** All written rules may be enforced through Owner's representatives or agents and the Resident shall hold the same harmless for reasonable enforcement.

The Resident acknowledges the review of such Rules and Regulations and agrees to be bound by them. Such Rules and Regulations may be changed or modified at any time with thirty (30) days' notice to Resident. Lease Violation: The Resident service charge for investigating a lease violation that is confirmed to be true is \$95.00. Other charges may apply depending on the condition of the premises.

If the Premises is part of a homeowner's association or any other similar association, the Resident agrees to abide by the covenants, conditions, and restrictions ("CC&Rs") of the community, the community rules and regulations, any other governing or limiting documents attached to the Premises. A violation of the CC&Rs, rules, and regulations, or any other governing or limiting documents attached to the Premises by the Resident, occupants of the property, invitees, or guests will be a breach of this lease agreement. Resident agrees to reimburse and indemnify Owner for all fines or other penalties incurred by Owner because of the violation of any statute, ordinance, regulation, CC&R, or rule and regulation enforced by a homeowner's association by Resident or any members of their household, occupants, guests, or invitees. Such fines shall be considered additional rent and are due upon demand by Owner. The Resident accepts the responsibility to obtain a copy of the community rules and regulations. The resident agrees that all firearms and weapons are restricted from all the common areas, amenities, and other areas controlled by the Owner. The owner may further restrict the possession, storage, and usage of any firearm or weapon.

**SMOKING:** All smoking is prohibited. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted product, including but not limited to, cigarette, cigar, pipe, vapor smoking product/e-cigarette, other tobacco product, similar lighted product, marijuana, and other illegal substances, in any manner or in any form. Resident acknowledges that it has been informed that smoke from outside the Premises or from adjoining premises may drift into the Premises. Resident specifically agrees to abide by the smoking policies of the Owner which prohibits smoking on the property. Secondhand smoke is defined as a nuisance and may be a cause for eviction. Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage.

**ANIMALS:** Resident may not keep, allow, or maintain animals of any kind on or near the Premises for any length of time without the prior written consent of the Owner. The resident is required to get approval for any assistance, companion, or service animal PRIOR to the animal coming onto the Premises. The resident is also responsible to ensure that its guests, occupants, and invitees obtain prior written approval before bringing an animal onto the premises. Failure to obtain prior approval of any animal is a significant violation of this Agreement which shall allow for eviction. The owner may create and maintain such rules and regulations relating to animals as Owner, in its sole discretion, determines appropriate. The resident shall be responsible for any and all damage caused by an animal on the Premises. Unauthorized animals: Resident agrees to pay a \$250 fee for any animals brought onto the premises without written consent.

#### **MOISTURE AND MILDEW:**

The resident agrees to use proper climate control, keep the property clean, and run the exhaust fan during showering as necessary to prevent moisture from accumulating in the apartment. Resident agrees to, promptly, and on a regular basis, remove moisture accumulation on windows, walls, showers, bathtubs, caulking, flooring, and all other surfaces. Resident 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. Resident agrees to immediately notify Owner if water leaks or excessive moisture are found within premises if mold or similar growth cannot be cleaned with a household cleaner or any other condition that may contribute to mold growth.

- Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorneys' fees and court costs, that may be made as against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the Premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Owner. Resident further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the Premises for any type of contamination or pests but may request that Owner conduct such testing provided Resident prepays the costs of such testing. The owner shall have the right to retain third-party certified testing of its choice. The results of such testing shall be the property of the Owner who shall only be obligated to disclose positive results exceeding the legal limits. Resident 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, mildew, or any other contamination. Resident shall indemnify Owner from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Resident's Premises regardless of the source. Resident agrees to immediately notify Owner of the existence of any mold, mildew, or other contamination within the Premises. Failure by the Resident to diligently inspect and notify the Owner of mold or contamination issues will result in the Resident being liable for the damages to the Premises caused by the mold or contamination.

#### **4.2 NOTICE OF ABSENCE**

Resident(s) shall notify the Owner 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 the Resident is absent from the premises for more than 10 days without notice, it will be considered non-conforming termination of the lease.

#### **4.3 ENTRY INTO PREMISES**

Unless otherwise restricted by law, the Owner may enter the Premises during reasonable hours with or without notice in order to inspect, make repairs, provide general or preventive maintenance, replace filters, leave any notices, and/or for any other reasonable business purposes whether Resident is or is not present in the Premises. If the Resident is not present on the Premises, then Owner will have the same right to such entry by duplicate or master key. If in Owner's opinion, there exists an emergency or a violation of this Agreement exists, Owner may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of the Premises. It is the intent of the parties hereto that this provision grants the Owner immediate access to the Premises if the Resident is in default of any term of this Agreement, immediate access if in Owner's sole opinion giving notice could change an investigation, immediate access to investigate a claimed violation, and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible. Any request for maintenance/repairs shall be deemed to give Owner authority to enter the Premises without requiring notice or further permission. Owner may secure the Premises at any time Owner deems, in its sole discretion, that the security of the Premises may have been compromised, including but not limited to the death of a Resident, incarceration or hospitalization of a Resident, usage of the Premises by non-residents, and protection of Owner's assets or security

#### **4.4 RENTERS INSURANCE**

1. Owner IS NOT legally responsible for loss to the resident's 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 a leaking roof and loss due to refrigerator malfunction. The repair of such items will be the responsibility of the Owner but damages or losses from such events will be the sole responsibility of the Resident.
2. If damages or injury to Owner's property is caused by the resident, the 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. Nothing herein shall require the Owner to obtain insurance for the Resident. The owner's willingness to assist or remind the Resident of the insurance requirements shall not be deemed to create a duty in the Owner to obtain insurance for the Resident. The requirement to obtain insurance is the sole responsibility of the Resident regardless of the Owner's efforts with regard to the Resident's insurance.
3. Renters Insurance is required at all times during tenancy. The resident may bring a copy of the certificate of insurance naming Jacob



Grant Property Management. The resident agrees to have renter's insurance at all times. The Owner will not be liable or responsible in any way for loss or damage to articles or property belonging to Resident(s) or their guests except those resulting from Owner's willful or negligent acts.

#### 4.5 SMOKE ALARM

Resident(s) acknowledges the presence of a smoke alarm and/or carbon monoxide detector (if on Premises) is in fully operational condition in the rental unit. The resident agrees to test the unit at least once per month and replace the batteries as needed. Resident agrees to hold Owner harmless for loss or damage due to the smoke alarms and/or carbon monoxide detectors' failure to operate. Resident(s) is required to immediately notify the Owner in writing of any malfunctions of the smoke alarm and/or carbon monoxide detector. Resident(s) shall not remove or tamper with a properly functioning smoke alarm and/or monoxide detector, including removing any working batteries.

#### 4.6 JOINTLY & SEVERALLY LIABLE

It is agreed that the Owner will not be liable for any damages or losses to person or property caused by any Resident, guests, occupants, invitees, or any other person including, but not limited to, any theft, burglary, assault, vandalism, or other crimes or tortious behavior. The resident agrees to be responsible for their own property and for their own safety. The resident agrees to accept liability and responsibility for the use of parking lots, sidewalks, and other similar areas. It is agreed that once Owner gives notice to the Resident by any means of any potential hazard, it is the Resident's obligation to avoid the hazard, or it assumes the risks of the hazard. It is acknowledged and agreed that the Resident's duty of care shall be significant as it pertains to its awareness of the use of areas under the control of the Owner. It is the agreed intent of this Agreement (to the greatest extent allowed by law) that the Owner shall not be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) unless caused by gross negligence of Owner, its agents, management, or assigns. It is specifically mutually agreed that the Owner shall NOT be liable for any damages (personal injury or to property) directly or indirectly caused by any other past or present occupant, Resident, or guest. Owner shall not be liable to Resident for any type of damages from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, environmental issues, toxins, mold or mildew, or contamination left by prior residents or current residents, explosions, interruptions of utilities, or negligent behavior of Owner or its agents, unless such injury or damage is caused by gross negligence of Owner or its agents. Resident agrees to indemnify and hold harmless Owner and its representatives from any and all liability for actions or inactions of Resident which cause damage or injury to any party or person. Resident agrees that locks and latches are acceptable subject to Owner's duty to make needed repairs upon request of Resident. It is acknowledged and agreed that Resident had other options available for obtaining housing and chose to enter into this Agreement with the limitation on liability of Owner. Each Resident is responsible for their own personal security and the security of their property. It is acknowledged that the Premises have been occupied and used by other individuals and that the Owner cannot represent what such persons have had or done within the Premises. Resident acknowledges that it will not hold Owner, its agents, or employees liable for prior actions within the Premises by other occupants or their guests, including such actions that may have unknown continuing residual effects on the Premises. 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 Residents legally vacate the dwelling unit.

#### 4.7 DISABILITY

It is the Owner's policy to adhere to all Fair Housing Guidelines set forth by Federal law and the law of the State in which the Premises is located. It is the policy of the Owner to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that the Resident shall notify the Owner of any need relating to a disability or handicap (in writing) to ensure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Owner of any needed accommodation, Owner shall not be liable for damages suffered by Resident. It is agreed that the Owner is under no obligation to accommodate the Resident until proper notification with supporting documentation (if necessary) is provided to Owner and Owner has had the opportunity to grant or deny the accommodation or modification. The owner is not required to grant any request that does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request.

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

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

## 5. Resident Benefits Package

### 5.1 RESIDENT BENEFITS PACKAGE

The Jacob Grant Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$39.00/month, payable with Rent. Resident and Owner mutually agree that the Resident Benefits Package is

defined as follows and variations of inclusions may exist due to property specifications.

The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package is unavailable due to a lack of HVAC or other property-specific limitations unless otherwise specified below.

- **HVAC Filter Delivery:** A portion of the Resident's total amount due will be used to have HVAC filters delivered to their home approximately every 6 months or as required by your HVAC system. Resident shall properly install the filter that is provided within two (2) days of receipt. Resident hereby acknowledges that the filters will be dated and subject to inspection by the Owner upon reasonable notice to verify replacement has been timely made. If at any time Resident is unable to properly or timely install a filter, Resident shall immediately notify Owner in writing. Resident's failure to properly and timely replace the filters is a material breach of this agreement and Owner shall be entitled to exercise all rights and remedies it has against Resident and Resident shall be liable to Owner for all damages to the property or HVAC system caused by Resident's neglect or misuse. The owner may charge a trip fee to perform the filter change, as required, at the Resident's expense. The Resident acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount on the overall Resident cost of the package.
- **Move-in Concierge Service:** Resident acknowledges that Owner will make available a concierge service to Resident to aid in utility, cable, internet, and other relevant service(s) activation. The Resident maintains the right to facilitate his/her own service activations. The resident agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities.
- **Resident Rewards:** Resident acknowledges that a Resident rewards program is made available to them by Owner Rewards are to be accessed online and are activated at the Resident's sole discretion through the use of a mobile application provided by the rewards provider. Rewards will provide the Resident with available rewards as a preferred customer of the Owner
- **Credit Building:** The owner provides credit reporting to cast positive payment history through a third-party service. The owner is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Resident understands that any disputes will be handled directly between Resident and the third-party service.
- **Renters Insurance Requirements & Program:** The Owner requires the Resident to obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. The resident is required to furnish Owner evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request. To satisfy the insurance requirement, the Resident may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of the Resident's choice. The option Resident chooses will not affect whether Resident's lease application is approved or the terms of Resident's Lease.
  - Option 1: Do nothing. The resident will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of the Resident's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by Jacob Grant for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy. Disclaimer - Provisions of this document and its contents is for the purpose of an example. Second Nature cannot guarantee that this document has been legally reviewed in the state or local jurisdiction of the property management partner. The Property Management partner is responsible for identifying errors in offerings, policy, or otherwise and for adjusting the language accordingly before use.
  - Option 2: Buy a policy. If Resident prefers, Resident may find, purchase, and maintain another policy that satisfies the Owner's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Owner. Please be sure that your policy meets the following criteria prior to submitting:
    - Policy is purchased from an A-rated carrier
    - Policy meets or exceeds the required \$100,000 in property damage and legal liability
    - Jacob Grant is listed as additional interest
    - Jacob Grant's address is listed as: PO Box 660121 Dallas, TX 75266
- **Home Buying Assistance:** The owner is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Residents enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.
- **24-Hour Maintenance Coordination Service:** Owner shall allow access to the Resident to report maintenance concerns outside of normal business hours via the online Resident portal, or other such means as made available by Owner.
- **Online Portal Access:** The owner agrees to provide Resident online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. The owner reserves the right to restrict payment access to the Resident, at Owner's sole discretion, should a pattern of delinquency arise and/or persist.
- **Multiple Payment Methods:** All rental payments can be paid in a variety of ways using the Resident's portal. Available options include Electronic Payment Options via Walmart or Walgreens, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Owner are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Resident's expense.
- **Vetted Vendors:** The owner will ensure all third-party vendors are appropriately licensed, bonded, and insured.

By initialing below, you acknowledge and agree to the terms in Section 5.

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

## 6. General Clauses

### 6.1 UNENFORCEABLE PROVISION

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

### 6.2 ENTIRE AGREEMENT

No oral agreements have been made. Nor shall any oral agreements be allowed between the parties. This Agreement is the entire agreement between the parties, supersedes any prior discussions, emails, offers, drafts, or other verbal or written statements, and may only be modified in writing and signed by all parties except for reasonable rule changes or additions to the Owner’s Rules and Regulations. A breach of any Addendum or settlement agreement entered into in conjunction with this Agreement, including the breach of any confidentiality provision of a settlement agreement, will be considered to be a material breach of this Agreement and grounds for eviction. This Agreement integrates all previous agreements except those entered into concurrently. All of Resident’s statements in the rental application were relied upon by Owner in executing this Agreement and any misinformation therein shall be considered cause for immediate termination by the Owner of Resident’s right of occupancy. The resident may not withhold rent or offset against rent except as specifically allowed and provided for by law. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Agreement. In addition, each Resident shall be jointly and severally liable for any statutory damages sought pursuant to state law, even if one Resident vacates the Premises. No Resident shall be released from this Agreement unless specifically agreed to in writing by the Owner. Liability under this Agreement continues until Resident and all Occupants vacate or a new Agreement is signed. In the event, any Resident transfers to other premises, any amounts due for rent or damages shall automatically transfer as rent to the new premises and shall be immediately due. In addition, any amounts due under any prior Agreement(s) shall automatically transfer as rent to this Agreement and shall be immediately due. The resident shall not be entitled to interest on security deposits. All Resident’s obligations are to be performed in the County where the Premise is located. Owner’s past delay or non-enforcement of rent payment due date or any other provision herein shall not be a continuing waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of the Owner or Resident, the non-defaulting party shall be entitled to recover costs of collection, attorneys’ fees, court costs, and all other costs from the defaulting party regardless of whether the matter is litigated. All past due amounts and/or in any lawsuit the entire judgment shall bear interest from the due date at the rate of twenty-four percent (24%) per annum compounded daily until paid. Any clause declared invalid by law shall not invalidate the remainder of this Agreement. In the event Resident brings a claim against Owner or its agents with a state or federal agency (other than a claim under the Fair Housing laws), Owner shall be entitled to recover as against Resident any attorneys’ fees and/or costs and damages for its time (including an hourly rate for Owner or its agent’s time) if the agency fails to make a finding against Owner. This Agreement may not be assigned by Resident nor can Resident sub-let the Premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation or temporary rental (including but not limited to Airbnb, VRBO, and like entities) without Owner’s express written consent. Resident shall not list the Premises for purposes of sub-leasing or vacation-type rental. In the event Owner contracts with a licensed collection agency or attorney to collect obligations under this Agreement and/or its Addendums, a collection fee of fifty percent (50%) of the debt/obligation contracted to be collected shall be added to the amount owed pursuant to the terms hereof and as allowed by law. It is agreed that all indemnifications, hold harmless, and limitations of liability as stated in this Agreement shall survive the expiration of the Agreement term and/or the termination of the Agreement. Resident and Owner agree, to the maximum extent allowed by law, to a waiver of a jury trial.

By initialing below, you acknowledge and agree to the terms in Section 6.

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

## 7. Sign and Accept

### 7.1 SIGN & ACCEPT

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

SAMPLE