

NEXT STEP REALTY MANAGEMENT RESIDENTIAL LEASE/RENTAL AGREEMENT

FOR

ADDRESS
CITY, STATE, ZIP

THIS AGREEMENT, made and entered into on (**Today's Date**), between Next Step Realty Management as acting Agent for Owner of the above named property and both Owner and Agent shall herein after called "Landlord"; and (**Name of Tenants**) thereafter called "Tenant".

- 1. AGENT:** Tenant understands that Next Step Realty Management is the acting agent of the Owner. All notices and communications to Owner shall be directed to the attention of Next Step Realty Management who is the duly authorized agent of the Owner. All notices and communications from Landlord shall be deemed notices and communications from the Owner. This Rental Agreement shall be binding if management of the property is transferred to the Owner or any agent procured by the Owner. **OWNER STATEMENTS: Agent cannot be held liable for any statements or promises made by Owner if Owner chooses to contact Tenant without Agent's knowledge or presence.**
- 2. CONSIDERATION:** In consideration of the payment of the rentals and the covenants herein contained on the part of the Tenant, Landlord hereby rents and demises to Tenant the following-described Premises, (**Rental Address**) situated in (**County**).
- 3. LEASE TERM:** Tenant agrees that the minimum term of the Rental Agreement shall commence on (**Date Lease Starts**), and terminate on (**Date Lease Ends**). **Tenant is not entitled to give a thirty (30) day Notice to Vacate prior to the end of the minimum lease term.** Should Tenant fail to occupy the Premises for the minimum term for any reason, such shall be breach of the agreement, and **Tenant shall be liable for Landlord damages resulting from such breach, such as loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less, advertising cost; reimbursement of any move-in credits given to replacement tenants, utility costs while vacant; maintenance costs while vacant, transportation cost to show until re-rented, and other costs and fees as described within this Rental Agreement.**
- 4. LEASE RENEWAL:** Agent reserves the right to re-negotiate the lease at least thirty (30) days prior to the lease end date or there after. Upon the expiration of the term of this lease, the terms of this lease shall continue in the form of a month-to-month tenancy with a (**5% INCREASE**), except where prohibited by applicable law, regulation or ordinance. Notice and the termination of such month-to-month tenancy shall be made by the tenant with a thirty (30) day written notice. Tenant is responsible for rent and associated costs during the thirty (30) day written notice period. Agent reserves the right to issue a **Thirty (30) Day Notice to Vacate** thirty (30) days prior to end of lease term date or at any time during month-to-month tenancy without cause or reason. Tenant is responsible for rent and associated costs during the thirty (30) day notice to vacate period. **Notice to Vacate** means the Tenant must move out by the end date of the thirty (30) day notice or face eviction.
- 5. RENT:** Landlord hereby leases the physical property located at (**Rental Address**), situated in (**County**), Idaho on (**Date Lease Starts**). Total move-in funds required shall be paid on or before **move-in** in the amount of (**\$Calculation of move in charges**). All subsequent monthly rent installments of (**\$Rent amount**) shall be paid at the first of each month, payable in advance and without demand at the following address: **NEXT STEP REALTY MANAGEMENT P.O. BOX 140472, BOISE, ID 83714** on or before the first (1st) day of each month to the Landlord. **Post dated checks; CASH, and two and third party checks will not be accepted.** If payment is by check, the check must be from one of the Tenant(s) signed on this Rental Agreement.
- 6. ONLINE PAYMENT:** _____ Tenant agrees to utilize our online payment system to have rental payments automatically deducted from their checking, savings, credit, or debit card account. **Payments must be initiated by the 2nd day of each month to ensure timely payment and processing. A monthly fee of \$10** will be applied to your account for not using the online payment method. If you know you will not be using this service please include an extra \$10 with your rent each month. To sign up go to our website www.nextsteprm.com click on the tenants tab then click on the **Pay Rent** button and setup your account.
- 7. PRO-RATED MOVE-IN RENT:** If the initial term of this Rental Agreement commences other than on the first day of a calendar month, Tenant's rent shall be first full months rent of (**\$Rent Amount**). The following month a pro-rata portion of a full month's rental, calculated on a daily (365 day year) basis from the commencement date until the first day of the following calendar month.
- 8. PRO-RATED MOVE-OUT RENT:** **Tenant is responsible for rent up to the 30th day of their Thirty (30) day Notice to Vacate.** Failure to do so will result in late fees. (e.g. *Tenant gives notice to vacate on the 10th of January; tenant is responsible for all of January's rent and 10 days in February. If the 10 days of pro-rated rent are not paid on or before February 1st, late fees will be applied.*)

The following Tenant initials acknowledges receipt and review of this page: _____

9. **LATE RENTS AND FEES:** _____: Rent is past due on the 5th day of each month. If rent has not been received by 5:00 PM, Mountain Standard Time, on the 5th day of the month (no exceptions for weekends, holidays or postage days), it is considered late and Tenant will be charged and agrees to pay a late fee of seventy five (\$75.00) dollars. At Landlord's absolute discretion, Landlord may waive any isolated or specified late fee(s)/charge(s), however, such act by Landlord shall not operate or be deemed a waiver of any other such incurred late fee(s)/charge(s) for which Landlord shall be entitled to collect.

10. **SITE UNSEEN:** Parties agree that Tenant(s) were given the opportunity to inspect the property prior to signing the Rental Agreement. If Tenant(s) decline to do so and chose to sign the Rental Agreement on subject property sight unseen for their convenience, parties acknowledge that Tenant(s) will be fully obligated to the signed Rental Agreement should they not take occupancy of the Premises. Tenant(s) do agree that any maintenance shall be done as required by the Rental Agreement and not the preferences of the tenant since Tenant(s) agreed to take property unseen.

11. **RETURNED CHECKS OR ONLINE PAYMENTS:** _____: A twenty five (\$25.00) dollar charge will be assessed for returned checks and online payments. Rent is not considered paid or received until Tenant's check/online payment clears the bank; therefore the late fee will apply until funds are received. After the second occurrence, rent and other payments will be required to be paid with guaranteed funds such as a cashiers check or money order.

12. **MOVE-IN CREDITS:** _____: Tenant agrees that if Landlord gave Tenant a move-in credit or discount, that Tenant is responsible for the repayment of the rent credit or discount if Tenant fails to fulfill the terms of the Rental Agreement.

13. **OCCUPANCY:** Only those adults named above may occupy and use the property. Tenant agrees to notify Landlord in writing stating the actual dates of any extended vacations or absences from the Premises for more than one week. Tenant further agrees to request in writing the authorization for other persons to occupy the Premises while Tenant is absent. **Occupancy by anyone other than those named above for more than ten (10) nights shall constitute a breach of the Rental Agreement**, unless, prior consent is obtained in writing by Landlord. Any person or persons not listed above and living on the Premises for more than ten (10) days will be subject to additional rent of \$100.00 per month per person. Failure to pay the additional rent will be subject to a three day eviction notice.

14. **DEPOSIT AMOUNTS:** _____

15. **DEPOSITS:** The Tenant(s) shall deposit with Landlord as a Security/Cleaning/Pet/Damage deposit 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 Rental Agreement for rent. Rent must be paid in full during occupancy and lease of property.** The Landlord shall furnish, no later than thirty (30) days after the Tenant has vacated the Premises, an itemized statement for the security deposit. **Landlord may use/deduct security deposit funds for the damage, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, pet damage, 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 security 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 all current Tenants as shown on the Rental Agreement. Should Owner change management companies or sell 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 Next Step Realty Management as described within this Agreement and hold Next Step Realty Management harmless from that assignment date and forward. If Tenant has made a security deposit with a prior Owner or property manager other than Landlord and the deposit has not been transferred to the current Owner or Landlord, the Tenant understands that any refund of the deposit must be pursued directly from the prior Owner or property manager and that Agent shall have no responsibility for the same. **(Idaho Code, Section 6-321)**

16. **DISCLOSURE OF INFORMATION:** Tenant may from time to time authorize Landlord to disclose information regarding this Agreement and the tenancy to third-parties, including, but not limited to, future Landlords and mortgage lenders. **Landlord will not provide this information if Tenant's lease expiration date is greater than ninety (90) days from the time this information is requested. A \$25 fee per rent verification request will be applied for each new landlord and/or mortgage lender inquiry.**

17. **TERMINATION FEE: (Re-Rent Fee)** A Termination fee of Five Hundred (\$500.00) Dollars will be charged to all Tenants who have not completed their full lease term, or who do not give proper thirty (30) days written notice. This fee is in addition to all other fees described within this Rental Agreement to include all lost rents. If tenant supplies Landlord with a new qualified tenant to take over this rental agreement, there will be a **Lease Take Over Fee of Two Hundred Fifty (\$250.00) Dollars and the security deposit will stay with the new tenants.** If there is a change of roommates on this lease agreement there will be a **Roommate Adjustment Fee of One Hundred Dollars (\$100.00) Dollars per roommate. All termination fees must be paid in full to the Landlord upon notice being given.**

18. **INCARCERATION, DEATH, OR INCAPACITY OF TENANT:** In the event of the incarceration or death of the Tenant, if the affected Tenant is the sole Tenant, this Lease shall terminate. In the event of the incapacity, in competency or inability to care for him or herself of the sole Tenant, or the primary wage earner if there are multiple Tenants, a reasonable accommodation request may be submitted and if approved, this Lease shall terminate with a 30 day notice. In any of the foregoing circumstances, the Tenant hereby authorizes the following: those persons listed on their application to enter the premises and remove the Tenant's personal

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property. In the event of a death, the Tenant's duly appointed Personal Representative (executor) shall also have such authority. **(Idaho Code, Sections 15-3-711 and 15-12-204(5))**

19. USE OF PREMISES: Premises shall be used as a residence only. **Operating a business from this property is prohibited.** The number of occupants is not to exceed the number of persons shown on the application. For purposes of this Rental Agreement, occupancy shall be defined as residing in the apartment three (3) days or more in any one-week period. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulation (CC&R's). Without prior written permission from LANDLORD, Tenant may not install or permit any of the following on the Property, even temporarily: a spa/hot tub, above-ground pool, trampoline, swing sets/jungle gym, tree house, fire pit, or anything else that could be considered an attractive nuisance.

20. MULTIPLE RESIDENTS OR OCCUPANTS: Each Tenant (and each Tenant's share of the security deposit) is jointly and severally liable for all lease obligations. Violation of the Rental Agreement or rules by any Tenant, guest or occupant shall be considered a violation by all Tenants. Requests and notices from any Tenant or occupant (including notice of lease termination, repair requests, and entry permissions) shall be deemed from all Tenants. In eviction cases, or for any other purposes of providing notice, anyone of the multiple tenants shall be considered the agent of all other tenants in the Premises for the purposes of providing notices and service of judicial process. Security deposit refunds may be made in one check jointly payable to all Tenants; and such check and any deduction itemizations may be mailed to one Tenant only.

21. JOINT AND SEVERAL OBLIGATIONS: Each Tenant under this Rental Agreement is jointly and severally individually liable to the Landlord for the total rent due and damages inflicted upon the leased Premises whether or not Tenant continues to physically occupy the Premises. **TENANTS with roommates shall pay the monthly rent in the form of ONE (1) check for the total amount of the rent each month.**

22. PERSONAL PROPERTY: All personal property now upon the Premises shall remain at the termination of this rental Agreement. Tenant acknowledges that the personal property listed on **ADDENDUM #1** have been furnished and are in good working condition and are to remain in the rental upon termination. For safety reasons, Tenant agrees to turn off and not operate washers, dryers, ovens, and stoves, while absent from the Premises.

23. ASSIGNMENT, SUBLETTING, REPLACEMENTS: The undersigned Tenant agrees and understands they are not to sublet any portion of the Premises in which they have entered into agreement under the terms of this Rental Agreement. If the Tenant wishes to have another person(s) reside in the Premises, or replace one of the Tenants, Tenant(s) must abide by the following: **(1) Tenants must first contact Landlord and submit in writing any requests for another person(s) to reside in the Premises. If the person(s) desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the processing of the application with payment of the required application fee. (2) Tenant must abide by the decision of the Landlord whether another person(s) can be added to the Rental Agreement. (3) If Landlord approves the person(s), a fee of one hundred (\$100.00) dollars must be paid in advance and the Landlord (at Landlord's option) may require that this Rental Agreement be signed by the proposed Tenant with or without an increase in the total security deposit or Landlord may require that an entirely new Rental Agreement be signed by the remaining and replacement Tenant(s).** Unless Landlord agrees otherwise in writing, any departing Tenant's interest in the security deposit will automatically transfer to the replacement Tenant as of the date of the Landlord's approval; and the departing Tenant(s) shall no longer have any refund rights to the security deposit. The departing Tenant will not be released from liability for the remaining term of this Rental Agreement unless Landlord agrees in writing. If the departing Tenant is not released, such Tenant's liability for future rentals will be reduced by the amount of rentals actually received from such replacement. **(4) The original Move-In Inspection Form of this Rental Agreement will prevail.**

24. UTILITIES: Tenant shall pay for all utilities such as water, sewer, trash, electric, gas, cable, telephone or any other services desired by Tenant except what is outlined on **ADDENDUM #1** which are paid for by the Landlord. All other utilities, other than those specifically listed, are to be paid in full by the Tenant. Tenant agrees to place utilities in Tenant's name prior to occupancy of Premises and continue until termination date, as evidenced by the proper thirty (30) day written notice. Tenant has an obligation to notify Landlord prior to any interruption of utility service to the Premises. Any damage or loss incurred due to Tenant's negligence to pay utility, abandonment, or failure to provide heat when exterior temperatures fall near freezing, or to inform Landlord of shut off shall be at Tenant's expense. Tenant further agrees to work directly with the appropriate utility company and to hold the Landlord harmless for charges incurred by Tenant. Landlord may from time to time require Tenant to pay for utility(s) directly to Landlord in addition to the rent payment. In the event utilities are furnished by the Landlord, Tenant agrees to exercise diligence in conserving said utilities, specifically water, heat and electricity. No keys will be issued to Tenant until the appropriate services are put in Tenant's name and verified by Landlord.

25. KEYS AND CONTROLS ISSUED: **The LANDLORD is to retain keys to the property. The Tenant upon occupancy has been given the key and controls as outlined on ADDENDUM #1.**

26. KEYS AND CONTROLS RETURNED: **If the Tenant does not furnish all of the issued keys and controls upon vacancy, the Tenant agrees to pay the costs of re-keying the Premises and the replacement costs of all controls.** Tenant will be charged rent until all keys and controls, as listed on **ADDENDUM #1** are surrendered directly to Landlord. Tenant(s) are not to leave keys in Premises. *(e.g. Tenant gave notice to vacate on January 10th. Tenant paid all of January's rent and ten (10) days of pro-rated February rent, but did not turn in the keys until February 15th. Tenant will be responsible for five (5) additional days of February's pro-rated rent plus late fees).* Tenant agrees to lock all doors and windows during Tenant's absence from the Premises. Except under instruction from Landlord or Power Company, tenant is not permitted to remove fuses or flip breakers into the "OFF" position.

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- 27. PARKING:** All parking is reserved for Tenant use only. If parking is assigned as outlined on **ADDENDUM #1** Tenant agrees not to park in any area other than Tenant's assigned parking spot or carport number. Any parking in designated fire or no parking zones or parking in a stall not assigned to Tenant(s) shall result in a parking violation fee of \$50, and/or towing of the vehicle at Tenant's expense. Vehicle and engine repairs, no matter how minor, are not allowed on the Premises. Tenant agrees and understands that they are responsible for ensuring that their guests park outside the parking area and that Tenant's guest(s) understand that their car may be towed if parked on the Premises. Tenant agrees to notify Landlord of any illegal or unauthorized vehicles. If parking availability permits, Tenant(s) are limited to two vehicles on the Premises (to include garages, carports, parking lots and driveways). All other vehicles, tenant or guest owned, must be parked off the Premises. **All Residents and Guests are prohibited from backing any vehicles into any parking spaces as well and covering any portion of any sidewalk with any part or portion of a vehicle. The only exception will be made during times when a tenant is moving in or out of the Premises.**
- 28. BOATS/TRAILERS:** Storage of boats, trailers/RVs, vehicles exceeding one ton, or any other vehicles other than those listed on **ADDENDUM #1** is prohibited. Any exceptions will need the consent of the Landlord in writing
- 29. PARKING LOT SPEEDS:** If property has a parking lot, Tenant agrees to operate any motorized or non-motorized vehicle at a maximum speed of ten (10) miles per hour.
- 30. VEHICLES:** Tenant shall not perform in any business connected with vehicles on the property. Vehicles of any kind should not be parked on any area other than the driveway, designated RV access (if applicable), or street. Vehicles leaking oil or gasoline are to be removed from the Premises until repaired. Tenant will be liable for all clean up costs of oil on garage floor, drive way, ect.. Vehicles in obvious disrepair, inoperative, unregistered or expired registration, are not to be parked on or in front of the property and will be towed at Tenant's expense. Tenant understands and agrees to submit in writing all changes in vehicles or vehicle description to Landlord within five (5) days of the addition or change. For the purposes of this Rental Agreement, the term vehicle is understood to include standard passenger vehicles, registered and street legal motorcycles, pickup trucks and small vans. Parking is limited to these classes of road vehicles. Vehicle washing is not allowed on the Premises, except when Tenant is responsible for the payment of the water bill.
- 31. LOST OR STOLEN PROPERTY:** Landlord shall not be responsible for any of the Tenant's property lost or stolen either from Tenant's rented Premises or from any parking, storage, or common area in or about the building or Premises, and Tenant assumes all responsibility for the security and safekeeping any such property. Tenant is responsible for obtaining Renter's Insurance that covers but is not limited to Tenant's personal property.
- 32. PETS:** _____: For purposes of this agreement "PETS" are defined as any mammals, reptiles, birds, fish, rodents, or insects or pet of any nature on or about the Premises. Tenant shall not have any PETS on or about the Premises with the exception of **pre-authorized pets outlined on ADDENDUM #2** which is attached hereto and incorporated fully herein by this reference. This also includes PETS of any guests, relatives, or invited parties to the Premises. **There is to be "no baby-sitting or care taking"** of any other person's PET(S). **Feeding stray or unauthorized PETS is prohibited. ALL PETS ARE EXCLUDED FROM THIS RENTAL AGREEMENT WITH THE EXCEPTION OF PRE-AUTHORIZED PETS SPECIFICALLY IDENTIFIED AND LISTED ON ADDENDUM #3. Any changes must be requested in writing subject to the Landlord's approval. TENANT AGREES TO PAY, RETROACTIVE TO THE BEGINNING OF TENANCY, \$100.00 PER MONTH PER PET FOR UNAUTHORIZED PETS AND HELD RESPONSIBLE FOR THE CONDITIONS STATED ON ADDENDUM #3. Tenant is responsible for all pet damage. Tenant(s) are responsible for all pet droppings (fecal matter). There will be no permanent/temporary pet barriers erected. Yard maintenance is performed weekly. A cleanup fee of \$50.00 per week will be assessed to Tenant's that does not pick up pet droppings and pet barriers. Tenant's with pets will also be charged a cleanup fee of \$50.00 for droppings (fecal matter) in common areas.**
- 33. PET REMOVAL:** Landlord may remove an unauthorized pet if one day's prior written notice of intent to remove the pet is left in a conspicuous place on the premises and Landlord may present the pet over to a humane society or local authority.
- 34. ENTRY AND INSPECTION:** _____: Landlord has the right to enter the Premises and Tenant agrees not to unreasonably withhold from the Landlord consent to exhibit the Premises to prospective tenants, workmen, contractors, purchasers, insurance agents, real-estate agents, and to inspect the Premises with a twenty-four (24) hour notice. During the last thirty (30) days of occupancy, Tenant authorizes Landlord to inspect the property and place a FOR RENT sign on the property and to show property to prospective tenants. For each occasion where the access rights described above are denied by Tenant, Tenant shall pay Landlord the sum of fifty (\$50.00) dollars as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that this fee is a reasonable pre-estimate and not a penalty. Tenants with unsecured pets that prevent access will also be charged fifty (\$50.00) dollars.
- 35. OUTSIDE MAINTENANCE:** _____: Tenant agrees to keep sidewalks and driveways free of ice, snow and debris and in safe condition in accordance to city ordinance. Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of. Tenant agrees to pickup trash and debris that blows onto or appears on the Premises, no matter the source.
- 36. TRASH AND CONTAINERS:** _____: Tenant agrees not to allow trash or other materials to accumulate which will cause a hazard, violation of any health, fire or safety ordinance or regulation, or is a visual nuisance. Tenant shall place all garbage inside containers with lids. **Items too large to fit in the trash shall not be placed in or near the container and Tenant agrees to remove these items from the Premises immediately at Tenant's expense.** If the trash removal company refuses to remove any portion of Tenant's garbage, Tenant agrees to remove it from the property immediately at Tenant's expense.

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37. POOL/SPA MAINTENANCE: POOL/SPA: _____, NO POOL/SPA: _____: If a pool is provided, the pool service is maintained by the Landlord or the Homeowner's Association which ever applies. Tenant is required to maintain level of water and report any problems to the Landlord. When a Homeowner's Association or onsite management is responsible for pool maintenance, all problems will be reported to them. Tenant and all Tenants' guests must follow all posted pool rules. No life guards are provided and all swimming is at your own risk.

38. YARD MAINTENANCE: TENANT DOES ALL YARD CARE: _____: Tenant understands that all times Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly item. If premises are not maintained as previously outlined, Tenant will be responsible for all costs to clean up the premises by the Landlord. Tenant shall not install any plants, trees, flowers, or shrubs without prior written approval from Landlord. Any unauthorized installation will be considered damage and tenant agrees to pay for the removal of such plantings and the cost to restore the affected areas to the original condition. Tenant is responsible for maintenance of all landscape. **This includes: weeding of planters, trimming and edging of grass and planters, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass, setting of automatic timers for irrigation/sprinkler system,** and report problems to Landlord. If Tenant does not care for landscape as required and disregards Landlord's notice to correct, Landlord reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance. Tenant agrees that the yard has been mowed within seven (7) days of occupancy and that grounds are in good condition. The Tenant further agrees to deliver the property, at the end of this tenancy, grass that is weed free, mowed, trimmed, edged and properly watered as well as trees and shrubs that have been trimmed and pruned, and planter areas free of weeds. **LANDLORD DOES ALL YARD CARE: _____:** Landlord is responsible for maintenance of entire yard. Tenant is required to keep area free of debris, and to report problems to the Landlord.

39. REPAIRS AND MALFUNCTIONS: _____: **All service or repairs, which fall within the responsibility of the Landlord, shall be requested in writing. Tenant shall not make repairs or hire contractors to make repairs. Your account number to sign up for this service is: [AccountNumber()]. To sign up go to our website www.nextsteprm.com click on the tenants tab then click on the Tenant Login button and setup your account. Once logged in click on Service Issues and create a new one.** Landlord shall respond to the emergency maintenance request as soon as possible. For the purposes of this Rental Agreement, emergency maintenance is fire, flood and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. Non-emergency requests will be scheduled and responded to within three days of notification. If Tenant has not been contacted by a contractor within three days, Tenant agrees to contact Landlord immediately. Tenant acknowledges that maintenance repairs are commonly contracted out and are not employees of Landlord (Next Step Realty Management, Inc.) and will not hold Landlord responsible if Tenant has not contacted Landlord when contractor fails to communicate or does not keep committed appointment.

40. DESTRUCTION: During Tenant occupancy of the Premises, Landlord shall have the risk of loss to the Premises (but not Tenant's personal property therein) resulting from fire, windstorm, hail, lightning, or like casualty, and in the event of damage or destruction from such cause, Landlord shall, at Landlord's option, repair or replace the same, or declare this Rental Agreement terminated as of the date of such loss or destruction. Should Landlord fail to promptly repair or replace any such loss of destruction, Tenant may at Tenant's option declare this Rental Agreement terminated. All rentals due from Tenant during any period the Premises are rendered un-tenantable by reasons of such loss or destruction shall be abated. Any damage to the Premises like fire, flood, or any other destruction directly/indirectly caused by the Tenant through negligence or direct act of the Tenant(s) or Tenant's guests will be the responsibility of the Tenant. This includes insurance deductibles and any other costs to restore the Owner whole.

41. ACCESS FOR REPAIRS: _____: Tenant hereby agrees, requests, and authorizes Landlord to allow maintenance contractors and personnel to check out a key from Landlord with the sole purpose to gain access to the property to make necessary repairs during normal business hours unless otherwise agreed upon with Tenant and contractor. Tenant further agrees that when Tenant contacts Landlord and requests repairs, at that time Tenant received proper and sufficient notice that Landlord shall gain access to the property to make the necessary repair via a pass key.

42. SMOKE DETECTORS: Tenant and Landlord agree that all smoke detectors are in working order, and henceforth Tenant agrees to keep electricity provided to the smoke and fire detectors either through battery or direct electricity. Tenant acknowledges and agrees to locate the smoke detectors in the property. Tenant agrees to test the detector within five (5) days of move in and again at least once a week. If the detector is battery powered, Tenant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Tenant agrees to inform the Landlord immediately of any malfunction. Upon termination of this tenancy, Landlord will replace all expired or missing smoke detector batteries or detectors at Tenant's expense. **(Idaho Code, Section 6-320(6))**

43. TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES: _____: Tenant(s) shall be responsible for the following:

- a. Keeping the property clean and sanitary inside and out and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises.
- b. Pay for damage as a result of Swimming Pools left on grass or flower beds.
- c. Reporting to Landlord, in writing, items needing repair.
- d. Pay for damage to Property as a result of failure to report a problem in a timely manner.
- e. Pay landlord upon demand for costs to repair, replace or rebuild any portion of the Premises damage, whether through act of negligence, by Tenant, Tenant's guests, or invitees.

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- f. In the event of a “break in”, supply Landlord with a copy of the police report at Tenant’s expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
- g. Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Landlord detailing circumstances of breakage.
- h. Payment of unnecessary workman service calls, for service calls caused by Tenant’s negligence, and for extra service call as a result of failure to keep appointments with repairmen.
- i. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- j. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries, cleaning or replacing furnace filters every month. Tenant must insure that the proper filter is used for that particular heater/air conditioning system. If in doubt, contact the Landlord for use of the proper filter. Under no circumstances is Tenant to perform any electrical repairs.
- k. Carpet cleaning when it becomes soiled during tenancy.
- l. Maintaining insect, pest and rodent control.
- m. Tenant(s) will be responsible for all costs associated with plumbing/sewer blockages as a result from Tenant depositing items such as, including without limitation, diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspapers, magazines, children’s toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, wash cloths, towels, rags, sand, dirt, rocks or any other debris. Costs could include plumbing/sewer repairs all the way to the main sewer connection in the street. Tenant(s) are responsible for all children, guests including uninvited guests that place any kind of the aforementioned debris in the plumbing/sewer system regardless of the entry point, including sewer cleanouts located on the Premises. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects.
- n. Cleaning blockages of garbage disposal not caused by mechanical failure.
- o. Routine cleaning of window coverings.
- p. Remove and properly store all holiday decorations within fifteen (15) business days of the holiday.
- q. Remove garden hoses from exterior hose-bibs/water spigots and ensure they are completely turned off.

44. PEST CONTROL: _____ Tenant is responsible for maintaining insect, pest and rodent control. Prior to Tenant move-in, the Premises was inspected and determined to be free of pest infestation. A clean house and inspection of furniture and other such possessions to be introduced into the Premises are the best prevention. Tenant herby, given opportunity, certifies that they inspected the Premises either before or at move-in and did not observe any evidence of pests such as cockroaches, fleas, bedbugs, ants, spiders, or earwigs, and hereby stipulates that the Premises is free of any pest infestation. Tenant acknowledges that pests that cause infestations can be introduced to the Premises through their personal possessions, especially cockroaches, bedbugs, and fleas, and if Tenant experienced a prior infestation, Tenant shall provide documentation certifying that their dwelling and personal property was treated and certified to be pest free prior to move-in. Cockroaches, bedbugs, and fleas introduced to the Premises can become an infestation. Tenant must promptly notify Landlord of any known or suspected pest infestation, including any unexpected stings, bites, irritations, or sores that are believed to be caused by a pest. If Landlord confirms the presence of a pest, Tenant agrees to coordinate with Landlord and his agents to clean and treat the Premises at Tenant’s expense. Tenant agrees to follow all directions from Landlord and his agents to clean and treat the Premises. Tenant agrees to remove any personal property that cannot be treated or cleaned. Landlord may have the right to require the Tenant to vacate the Premises and remove all Tenants’ possessions at Tenant’s expense. Tenant’s failure to cooperate shall be considered a breach of Agreement and tenancy may be terminated. Tenant will be responsible for the cost of cleaning and pest control treatments if an infestation is determined upon their move-out. If Landlord must move out other tenants due to the infestation within your dwelling, Tenant may also be responsible for payment of lost rent and other expenses related to the clean up and treatment of the neighboring dwelling. If Tenant chooses to transfer to another property managed by Landlord, Tenant agrees to have their personal possessions treated by Landlord’s approved pest control provider prior to move-in. Landlord strongly recommends Tenant obtain renters insurance that specifically covers such instances.

45. NORMAL WEAR AND TEAR DEFINED: According to Idaho State Law, Normal Wear and Tear means deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the Premises or contents by the tenant(s), their family, or guests. For the purpose of this Rental Agreement, Next Step Realty Management does not consider the following items as normal wear and tear. (Mollie/screws installed in walls or more than five (5) nail holes per wall, carpet cleaning, extreme traffic wear of carpet, torn, burned, or stained carpet, pet odor, general cleaning, blind cleaning/repair/replacement, window cleaning, replacement of expired light bulbs, replacement of smoke detector batteries, repainting due to smoke/candle/incense damage, broken toilet tanks, replacement of furnace filters, or ripped or marked wallpaper. **(Idaho Code, Section 6-321)**)

46. MOISTURE ACCUMULATION: Tenant shall remove any visible moisture accumulation in or on the Premises, including all walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after each occurrence: use exhaust fans in kitchen and bathroom when utilizing any fixture or object that produces steam; and keep climate and moisture in the Premises at reasonable levels.

47. NOTIFICATION TO MANAGEMENT OF MOISTURE: Tenant shall promptly notify management in writing of the presence of the following conditions: (1) a water leak, excessive moisture, or standing water inside the Premises. (2) A water leak, excessive moisture, or standing water in any community common area. (3) Mold growth in or on the Premises that persists after

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Tenant has tried several times to remove it with bleach and water solution. (4) A malfunction in any parts of the heating, air-conditioning, or ventilation system in the Premises. (5) Any electrical problems.

48. LOCK OUTS: Tenant agrees to pay a forty (\$50.00) dollar lock out fee should Tenant lock himself/herself out and request to be let back into the rental unit.

49. LEAD PAINT: Property built after 1978: _____. The property was built after January 1, 1978 and does not require a lead based paint addendum. **Property built before 1978:** _____. The property was built prior to 1978 and Tenant is hereby notified that such property may present exposure to lead from lead-based paint that place young children at risk of developing lead poisoning. The Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Tenant acknowledgement – Tenant has received the pamphlet “Protect Your Family from Lead in your Home”: _____.

50. NOTICE: Notice can be served on Landlord or any address designated by Landlord. Notice begins on the day notice is received by Landlord and must be in writing. Tenant can give notice by postal service or personal delivery. Except as prohibited by law, or as set forth in paragraph 3 herein, either party may cancel the Rental Agreement by service upon the other, with a written thirty (30) day Notice of Termination Tenancy. Notice to retract a prior written notice to vacate must be submitted in writing. Tenant understands and agrees that Tenant is responsible for all advertising costs and any other costs associated with the retraction of their notice.

51. 30 DAY NOTICE FROM TENANT: _____: **Tenant must obtain the 30-Day Notice to Vacate form from the LANDLORD, complete and submit said form to Landlord. Verbal notices are not acceptable or honored.**

52. HOLDOVER WITHOUT PENALTY: Tenant may holdover (extend) beyond the termination of the 30-Day notice to vacate given by Tenant to Landlord without penalty if: (1) Tenant in writing requests to withdraw the original Tenant’s 30-Day Notice to Vacate. (2) Landlord agrees and authorizes the holdover period, and (3) Tenant obtains a new 30-Day Notice to Vacate form from Landlord, complete and submit said form to Landlord with new move out date. Tenant agrees to pay holdover rents in advance. **(Idaho Code Section 6-304)** (e.g.: *Tenant gave notice to vacate on January 10th to be moved out by February 7th, but needed five 5 more days to move. Tenant received authorization to holdover and in writing withdrew original notice and completed a new 30-Day Notice to Vacate form, showing a move out date of February 12th. On or before the February 1st, tenant must pay 12 days of pro-rated February rent or will be charged late fee.*)

53. HOLDOVER WITH PENALTY: If Tenant holdovers (extends) beyond the end of the Rental Agreement term or after proper 30-Days Notice to Vacate has been given, or beyond a different move-out date agreed to by the parties in writing, and Landlord does not authorize the holdover, rent for the holdover period shall be increased by 25% of the then-existing Rental Agreement; and at Landlord’s option, Landlord may extend the lease term for up to one month from date of notice of lease extension by delivering written notice to Tenant or Premises while Tenant is still holding over. Holdover rents shall be due in advance and delinquent without notice or demand. Additionally, Tenant will be held responsible for the reimbursement of all advertising expenses incurred by Landlord to secure a replacement tenant, which was negated by the current Tenant’s unauthorized holdover.

54. EARLY DEPARTURE: If Tenant vacates prior to the 30th day of the notice to vacate, tenant may notify Landlord and surrender all keys. **Tenant understands that he/she is still responsible for rent and utilities until the 30th day of the notice to vacate.** It shall be the Landlord’s responsibility to put forth reasonable effort to prepare and re-rent the Premises. Landlord agrees to pro-rate rent back to Tenant any rental funds collected from the new Tenants.

55. BREACH OF CONTRACT: In the event the Tenant moves out prior to the end of the Rental Agreement, or is evicted due to a violation of the Rental Agreement, Tenant agrees to reimburse Landlord for all costs incurred as a result of the breach. These costs may include, but are not limited to attorney’s fees and lost rents, reimbursement of any move-in credits to replacement tenants, damage, cleaning, costs of collection, loss of personal property of Landlord included in this Rental Agreement, 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. **(Idaho Code 6-324)**

56. BREACH WITHIN LEASE PERIOD: In the event the Tenant breaches this Rental Agreement by failing to occupy the Premises, by moving out, or by failing to pay rents required in the Rental Agreement, the Landlord may withhold from any funds paid by Tenant the costs of re-renting the Premises, including, but not limited to, lost rents, reimbursement of any move-in credit to replacement tenants, advertising fees, utilities and Termination Fee (re-rent fee) of five hundred (\$500.00) dollars in addition to any and all rights to withhold other funds as described within this Rental Agreement.

57. ABANDONMENT WITH POSSESSIONS: Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the Premises and Tenant’s possessions (all or part) remain on the Premises during seven (7) consecutive days while so in default, the parties hereto agree that, unless Tenant has given Landlord notice to the contrary along with a valid address at which Tenant can be located during the period of said absence, Tenant shall at Landlord’s option, be deemed, to have abandoned the Premises. On or after the 8th day of such abandonment, Landlord may enter into, and take possession of the Premises, property which may have been left at the Premises, and may re-rent said Premises. For the purpose of computing damages to the Landlord, Tenants shall be deemed to have given a 30-Day Notice of Termination of the 8th day of Tenant’s un-notified absence from the Premises while in default. Landlord shall hold the Tenant’s abandoned personal property in storage for fifteen (15) days. After fifteen (15) days the personal property will be sold to satisfy reasonable storage fees and any other amounts due as outlined in this Rental Agreement. Items not sellable will be hauled off to the dump at the Tenant’s expense.

58. ABANDONMENT WITHOUT POSSESSIONS: Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the Premises and Tenant’s possessions have been removed from the Premises for one

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day while so in default, the parties hereto agree that, unless Tenant has given Landlord notice to the contrary along with a valid address at which Tenant can be located during the period of said absence, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. On or after the 2nd day of such abandonment, Landlord may enter into and take possession of the Premises, abandoned property which may have been left at the Premises, and may re-rent said Premises. Landlord may dispose of such property as it deems appropriate without liability to the Tenant. For the purposes only of computing damages to the Landlord, Tenants shall be deemed to have given a 30-Day Notice of Termination on the 2nd day of Tenant's un-notified absence from the Premises while in default.

59. MORTGAGE: The Premises may be mortgaged or may be subject to a contract for deed. Tenant agrees that the right of the holder of any present or future mortgage or contract for deed is superior to the Owner's Right and in the event of a foreclosure; the Grantor or Trustee has the right to terminate Next Step Realty Management, Inc.'s management agreement without notice. In the event of a foreclosure, Tenant understands that Next Step Realty Management, Inc. may be required to surrender all funds held on behalf of the Tenant to the Grantor or Trustee and Tenant hereby agrees to hold Next Step Realty Management, Inc. harmless of all claims and to enter into a new Landlord/Tenant relationship with the Grantor or Trustee. **(Idaho Code 55-811)**

60. DEFAULT BY TENANT: In the event of Tenant's default in payment of rental, a breach of any of the terms and conditions of this Rental Agreement, this agreement and Tenant's tenancy hereunder may be terminated upon three (3) days written notice by Landlord to Tenant. Tenant shall, by the end of the third day following the giving of any such notice, either deliver up possession to Landlord, or correct the matter in default. Should Landlord be compelled to institute a legal action to recover possession of the Premises by reason of nonpayment of rental by Tenant and should Tenant tender payment of rental after commencement of such legal action, Landlord shall not be required to accept such payments unless Tenant pays the entire rental in default plus attorney's fees, court costs, and service fees incurred by Landlord in said legal action up to said time. Any acceptance by Landlord of a sum less than the amount: (1) shall be totally at Landlord's option and such payment shall be applied first to attorney's fees, court costs, and service fees incurred by Landlord in said legal action, then to rental and (2) shall not operate to stay said legal proceeding or as any waiver of Landlord's right to possession of the Premises (e.g. Landlord need not demise any eviction lawsuit if less than the full aforementioned sum is paid).

61. MOVE OUT INSPECTION: _____: The Move-Out inspection will be performed with or without Tenant. **A \$50 fee will be applied for this service.** The following requirements are necessary to schedule a Move-Out inspection with Tenant: **(1) Tenant must schedule Move-Out inspection at least one week in advance and prior to move out date and turning in keys. (2) The unit must be completely vacated, (3) Every attempt to clean thoroughly prior to the inspection should be taken, for there are no follow-up inspections.** Failure to comply with the above requirements and if the property requires cleaning prior to new tenants, cleaning charges will incur at Tenant's expense. At no time during the inspection will estimates or costs of cleaning and repairs be discussed or promised.

62. MOVE IN INSPECTION AND ACCEPTANCE: _____: Tenant is responsible for scheduling the move-in inspection, which is to be completed and submitted within two (2) business days of move-in. **A \$50 fee will be applied for this service and added to the move in costs.** Failure to schedule and conduct a move-in inspection with Landlord waives all claims of pre-existing conditions not written elsewhere in this Rental Agreement. Landlord assumes no pre-existing deficiencies.

63. CONDITION OF PREMISES: Tenant acknowledges that at the commencement of the term hereof, the Premises, including the personal property referred herein this Rental Agreement, were clean and in good working condition.

64. NO SMOKING: Tenant, guests, nor any other person shall be allowed to smoke on the Premises. Tenant agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of the Rental Agreement. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to deodorizing, repairing, or replacement of carpet, wax removal, additional paint preparation, replacing of drapes, countertops, or any other surface damaged due to burn marks and/or smoke damage. **Tenant agrees to pay a minimum of fifty (\$50.00) dollars to ionize the premises to remove all unwanted odors. Landlord does not guarantee that ionization will completely eradicate all odors. Landlord may be forced to clean duct system, paint and/or replace carpeting to eliminate all unwanted odors at Tenant's expense.**

65. CLEANING: Tenant stipulates that the Premises were cleaned upon initial occupancy. Tenant shall clean and dust the Premises regularly, and shall keep the Premises, particularly kitchen and bath, clean. Tenant agrees to keep the Premises kept clean and free from objectionable odors as determined by Landlord.

66. CARPET CLEANING: _____: Tenant stipulates that the carpets were professionally cleaned upon initial occupancy and free of pet and urine odors and stains. Landlord will provide carpet cleaning upon vacancy at the expense of the Tenant. Costs specifically for professional cleaning of carpets will be automatically deducted. Carpets that become excessively soiled or stained will be charged extra. Upon vacancy, Tenant acknowledges that Landlord will hire a specific carpet cleaning vendor to test the carpets for urine and that Landlord shall not honor any receipts of carpet cleaning and that Landlord will have the carpets cleaned at Tenant's expense with the approved vendor of the Landlord. Landlord reserves the right to inspect the carpets in the Premises "at will" according to **ENTRY AND INSPECTION rules in paragraph #34.** If carpets are deemed dirty a carpet cleaning service will be hired at Tenant's expense in order to preserve the life of the carpeting. It is the responsibility of the Tenant to notify Landlord at the occurrence of any substantial stain so that the carpeting can be cleaned immediately at the Tenant's expense.

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- 67. FIREPLACE/CHIMNEY CLEANING:** Tenant agrees to thoroughly clean and removes all debris from within the firebox, upon vacating the Premises. Tenant acknowledges that upon vacating the Premises, Landlord shall hire a professional chimney sweep to clean the chimney at Tenant's expense.
- 68. WINDOWS:** Tenant agrees that the inside windows have been professionally cleaned upon initial occupancy. At the end of this tenancy, Tenant agrees to deliver the property with clean windows. **Failure to clean windows will result in a minimum seven (\$7.00) dollar per window charge against Tenant's security deposit. Tenant agrees not to install objects, such as tin-foil in windows.**
- 69. DRAPERIES:** It is agreed that all draperies and window covering are clean and in good condition. Upon termination of this tenancy, Tenant agrees to have all draperies and window coverings cleaned at Tenant's expense. **Failure to clean window coverings will result in a minimum fifteen (\$15.00) dollars per drapery charge against Tenant's security deposit.**
- 70. LIGHT BULBS:** It is agreed that all light fixtures and appliances have a working and proper wattage light bulb or globe. Tenant agrees to maintain working light bulbs for all exterior light fixtures during tenancy. **Tenant further agrees to replace all expired light bulbs with the appropriate style, color, and wattage prior to vacating. Upon termination of this tenancy all missing, improper wattage or expired light bulbs will be replaced at Tenant's expense.**
- 71. CEILING HEAT:** If Premises has ceiling heat, Tenant agrees to never drive any nails, screws, tacks or any object into the ceiling of the rented Premises.
- 72. SIGNS:** No signs of any kind shall be displayed on or from any dwelling unit or vehicle without prior written approval by Landlord, to include but not limited to: political signs, religious signs, posters, or pictures, and/or business signs.
- 73. BICYCLES, SKATES, SKATEBOARDS, ETC:** Skating or riding of bicycles or skateboards is not permitted in the parking area or driveway because of danger to themselves and others.
- 74. HALLWAYS AND COMMON AREA:** Tenant agrees not to store bicycles, furniture, and any other article in hallways or common areas and Landlord has the right to remove or dispose of items found in these areas.
- 75. STORAGE:** Tenant agrees not to store gasoline, cleaning solvents, combustibles, oil, antifreeze, batteries, or toxic waste on the Premises and to properly dispose of said items. Tenant will be fined **fifty (\$50.00) dollars** as well as charged the cost to remove any of the aforementioned items.
- 76. WATERBEDS:** No waterbeds are allowed without written permission from Landlord. Tenants must provide Landlord with a copy of the **RENTER'S INSURANCE POLICY** that specifically insures accidents and/or damage caused by waterbeds and has Landlord named as an additional insured.
- 77. NOISE AND NUISANCE: QUIET HOURS COMMENCE AT 10:00 P.M. AND CONTINUE UNTIL 7:00 A.M.** Tenant, guests, or other persons under Tenant's control shall not play upon or allow to be played any musical instrument, or operate any amplified sound system on the Premises between the hours of 10:00 P.M. and 7:00 A.M. No radio or sound system shall be operated in the Premises except at a low sound level. No offensive or loud noise, voices, language, or behavior is allowed. The use of fireworks, firecrackers and any type of firearms in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If Tenant(s) play musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of the Rental Agreement. Multi-unit Tenants agree to refrain from using the washer and dryer during quiet hours. Tenant(s) agree to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, Tenants agree to notify the local authorities and file a report for said action and forward a copy of the police report to the Landlord within five (5) days. Tenant(s) agree not to move in or out of Premises during the quiet hours stated above.
- 78. BALCONIES/PATIOS:** Patios, terrace, balconies, are designed for additional space and not storage. Storing or displaying on patios and balconies of boxes, bicycles, refuse, clothing, towels and other belongings, which are not patio furniture, is prohibited and may be removed or disposed of by Landlord. Patios, balconies, and windows are not to be used for drying clothes or suspending other objects. Refuse, garbage and trash shall be kept at all times in such containers and in area approved by Landlord. Throwing any items from balconies is strictly prohibited. A gas BBQ may be stored or used on the patio or balcony only with the express understanding that the Tenant is solely liable for any damage resulting from such storage or use. Tenant understands that if the Premises has vinyl siding, that the BBQ grill must be used at a distance no closer than six (6) feet from the siding and that Tenant will be held liable for any damage as the result of such storage or use. The use of charcoal barbecues is prohibited unless consent is obtained from Landlord.
- 79. DRUG-FREE HOUSING: Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related activity, on or near Premises.** Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell distribute, or use of a controlled substance. Tenant, any member of the Tenant's household, or a guest of other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises. Tenant will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant will not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Premises. Violation of the above provisions shall be a material violation of the Rental Agreement and good cause for termination of tenancy. **(Idaho Code, Section 6-303(5))**
- 80. MEGAN'S LAW DISCLOSURE: Federal and State Law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Chief of Police in the city in which that person resides or the Sheriff of the**

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county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contact the local Chief of Police or the County Sheriff. _____: I/We hereby acknowledge that I/we have been provided with the foregoing disclosure and I/we have read and understand the same. _____: I/We acknowledge the Owner and Agent to this transaction do not have an affirmative duty to obtain information regarding crime statistics or offender registration. If that information is important to me I have been given the applicable telephone numbers to call and obtain that information myself. Ada County Sheriff/Boise Police Department records division is (208) 577-3000; Meridian Police Department (208) 888-6678; Canyon County Sheriffs Department Records (208) 454-7572. These numbers are provided as a service and maybe subject to change without notice. **(Idaho Code, Sections 18-8307 and 18-8323)**

81. INSURANCE: Tenant is to provide own insurance for their possessions both inside and outside of Premises. Tenant acknowledges and is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord's insurance will not cover Tenant's possessions or vehicles and this includes flood, fire, or any other cause. **It is important that the tenant understands that neither the Landlord nor the Owner's insurance company is liable for any of the Tenant's personal property. If the provided refrigerator malfunctions, the owner is responsible for the repair costs of the appliance, but not of any food items lost. If a pipe breaks, and ruins all of your possessions, the owner is responsible for the repair costs to the home, but not for any of your personal possessions. Renter's Insurance is very inexpensive and should be considered.** Additionally, Tenant is advised to extend their Insurance Policy to include coverage of Owner's property in the event loss or damage to the Premises occurs. **Tenant is hereby notified that in the event of a loss or damage to the Premises or property within, due to Tenant negligence or Malfunction of Tenant's property, (such as a washing machine), Tenant is responsible for all damage and loss to the Premises to include but not limited to: cleanup, repairs, and replacement expenses to restore Owner's Property and Premises to original condition. Common examples are Tenant supplied washing machines that leak causing a water loss and Tenant caused fires due to carelessness with cigarettes and other combustibles.**

82. TELEPHONE NUMBERS AND EMPLOYMENT: Tenant agrees to furnish to Landlord a home/cell phone/employment telephone number within two (2) weeks of occupancy. Failure to provide these numbers will require the Landlord to issue a failure to comply notice. There will be a \$25.00 fee for each notice issued. The Landlord must have a current Tenant telephone/cell phone/employment phone number at all times in case of an emergency. If there is a change to any of these phone numbers, it is the Tenant's responsibility to notify Landlord immediately of the change. If the Landlord attempts to contact the Tenant for any reason and if any of these numbers are out of service or not correct, there will be a \$25.00 fee for issuing a compliance notice.

83. CC&Rs and ASSOCIATIONS: Tenant agrees to comply with all Covenants, Conditions, and Restrictions, Bylaws, rules, regulations, and decisions of Landlord's association or Landlord, which are at anytime posted on the Premises or delivered to Tenant. These CC&Rs can change without notice. Tenant shall pay any fines or charges imposed by Landlord's association or other authorities due to any violation by Tenant, or the guests or licensees of Tenant.

84. RULES AND REGULATIONS: The conduct of Tenant or Tenant's guests shall not be loud, obnoxious, or unlawful and shall not disturb the rights, comforts, health, safety, or conveniences of other persons in or near the Premises. The guests and licensee of Tenant shall not disturb, annoy, endanger, or interfere with other persons in or near the Premises, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, distributing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.

85. ALTERATIONS: **Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent except as provided by law. No repairs, decorating, or alterations shall be done by Tenant, without Landlord's prior written consent.** Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering and hanging of murals or posters. No molly bolts, or screws installed in walls or more than 5 nail holes per wall. No other fasteners may be nailed, screwed or otherwise place in the doors, exterior siding or woodwork. Tenant agrees not to use tape or adhesives to adhere any object to any surface of the Premises, such as refrigerators, doors, walls, or siding. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord in the event of any such claim or proceeding.

A. _____ REASONABLE ACCOMODATION is some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a tenant with a disability in taking advantage of a housing program and/or dwelling. The tenant herby requests the following accommodations: _____

B. _____ REASONABLE MODIFICATION is an alteration to the physical premises allowing a person with a disability to overcome obstacles that interfere with tenant's use of the dwelling and/or common areas. The tenant herby requests the following modifications: _____

86. SATELLITE DISHES and CABLE INSTALLATION: Tenant understands that any installation of a satellite dish/cable requires Landlord's approval prior to installation. Any equipment attached to buildings that is not allowed could result in a fine of up to five hundred (\$500.00) dollars in addition to all repairs necessary to restore the building to its original condition. Prior to any authorization of the installation of a satellite dish, a \$250.00 deposit must be paid by Tenant. This authorization form must be returned with the installation contractor's information and signature to complete our files. Prior to any release of this deposit, the building must be restored to its original condition.

87. OWNER/AGENT SHALL NOT BE LIABLE: Landlord shall not be liable for damages or losses to persons or property caused by other residents or persons. Landlord shall not be liable for personal injury or damage or loss of Tenant's

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personal property from theft, vandalism, fire, water, rain, hail, lightning, smoke, explosions, sonic booms, power failures, appliance failures or other causes whatsoever unless the same is due to negligence of the Landlord. Should the Premises be deemed unsafe or uninhabitable by a professional, Tenant agrees to vacate as soon as possible and Landlord shall be responsible for a rent credit to Tenant if displaced for a period greater than 72 hours. Landlord strongly recommends that Tenant secure insurance to protect against the above occurrences.

88. SEVERABILITY: If any provision hereof shall be held by any Court to be unlawful, all of the remaining provisions of this Rental Agreement shall remain in full force and affect.

89. APPLICATION OF FUNDS: Monies paid by Tenant shall be applied in the following order: **(1) Non-Sufficient Fund Fees, Late Fees, and/or Service Fees. (2) Tenant Caused Billing. (3) Past Due Utilities. (4) Attorney Fees. (5) Tenant caused property damage. (6) Past Due Rent, oldest month to newest, regardless of language otherwise contained on the check's memo line.**

90. MILITARY CLAUSE: For purposes of this agreement, all Tenant(s) in this rental agreement are not members of the military and do not require a military clause. Additionally, Tenant(s) agree to notify Landlord in advance and in writing, if anyone living on the Premises joins any branch of the military. It is the responsibility for all prospective Tenant(s) to declare their military status with verification at the time of this contract. Tenant(s) in this Rental Agreement that are members of the military and will be released from the Rental Agreement if military orders command them to relocate to an assignment farther than twenty (20) miles from the Premises. Tenant is not in the Military: _____. Tenant is on active duty in the Military: _____.

91. SERVICE FEES: Tenant agrees to pay **twenty five (\$25.00) dollars for each notice** delivered to the Premises by Landlord for eviction, notice for a lease violation, and notice when Tenant has terminated any Tenant paid utilities.

92. POSSESSION: If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this agreement become void, but tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within seven (7) days of the commencement of the term hereof.

93. CREDIT REPORTING/COLLECTIONS: Tenant understands and acknowledges that if the Tenant fails to fulfill the terms of their obligations within this Rental Agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit reporting agency. **It is also agreed that in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fees and any fees or commissions charged by any collection agency to reimburse the property owner with all funds due.**

94. COLLECTIONS: _____ By signing this document I understand and agree that if my account with Next Step Realty Management becomes delinquent and payment is not made on amounts owing under the terms of my tenancy, and the balance is placed with a licensed collection agency, I agree to pay the fees of the collection agency, which amount is theretofore agreed to be 50% of the outstanding balance at the time the account is placed for collections. The 50% collection agency fee will be calculated and added at the time the account is placed into collections.

95. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement which constitutes the entire contract. It is intended as a final expression of their agreement with respect to the general subject matter covered, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the Rental Agreement.

96. ATTORNEY FEES: If any action, in law or in equity or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs. If Tenant defaults in the performance of any obligation under this Rental Agreement, Tenant shall pay, in addition to any other sums owed, Landlord's reasonable attorney's fees and other cost related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by Tenant to enforce Tenant's obligation under this Rental Agreement, whether or not the Rental Agreement is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court. Landlord and Tenant expressly contract that, if it becomes necessary for Landlord to commence a legal action to recover possession of the Premises by reason of nonpayment or other breach of the Rental Agreement by Tenant (Unlawful Detainer Action), Tenant agrees to pay the reasonable attorney's fees (not to exceed \$750) incurred by Landlord in bringing such action to recover possession, and agrees that the court may award such attorney's fees as costs in such legal action. **(Idaho Code, Section 6-324).**

97. CO-SIGNER: _____ **CO-SIGNER FEE \$100 (Non Refundable Fee)** By affixing signature below, co-signer promises to guarantee the Tenant's compliance with the financial obligation of the Rental Agreement. Co-signer understands that he/she may be required to pay: current rent, past due rent, collection costs, non-sufficient funds charges, court costs, late fees, lease fees, advertising costs, cleaning, repairs or costs that exceed Tenant's security deposit. Co-signer further agrees that Landlord will have no obligation to report to Co-signer should Tenant fail to abide by the terms of the Rental Agreement and waives presentment, demand, protest and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which co-signer might otherwise be entitled. Co-signer recognizes that Landlord has agreed to rent to Tenant only because of this guaranty and that continued validity of this guaranty is a material term of this Rental Agreement. Co-signer further understands that if Landlord and Co-signer are involved in any legal proceeding arising out of this Rental Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any cost reasonably necessary to collect

The following Tenant initials acknowledges receipt and review of this page: _____

a judgment. Co-signer understands that this will remain in force through the entire term of the Tenant's tenancy, even if their tenancy is extended/or changed in its terms. **The following items are required to remove a co-signer from a renewal Rental Agreement.** (1) Co-signer must remain on Rental Agreement for a minimum of one (1) year. (2) There can be no late rent payments. (3) No disconnect notices from any of the utility companies. (4) No lease violations during the lease period. (5) There can be no balance owing on the account. (6) Next Step Realty Management must do a property inspection to confirm that the property is properly maintained. (7) Next Step Realty Management must issue an approval in writing.

98. NONWAIVER CLAUSE: Landlord's failure to strictly enforce individual terms of this agreement does not constitute waiving the LANDLORD'S right to enforce the specific term, condition or policy.

99. INTERPRETATION OF CONTRACT: _____: Tenant(s) have read and understand the contents of this Rental Agreement. The Tenant(s) understand that if there are any provisions of this agreement including the entire agreement that is not understood, the Tenant has the right to consult with an attorney of their choice to resolve any questions or concerns they may have before signing said agreement. If an interpreter is required to understand the details of this agreement it is the Tenant's responsibility to provide such interpreter.

_____ I have provided an interpreter for renting the property and interpreting the rental contract. My interpreter's name is _____ address _____

100. COPIES: Tenant acknowledges receipt of fully executed Rental Agreement and Move-In Inspection Sheet. Landlord will provide additional copies of the Rental Agreement and Move-In Inspection Sheet at a cost of \$.10 per page payable in advance.

101. REFERRING AGENT: It is Next Step Realty Management business policy to support and respect the representations of Realtors® who refer us business. If at anytime Tenant requests that Landlord help them purchase a home, Landlord will contact referring Realtor® below and not represent Tenant unless the referring Realtor® is no longer in business.

Referring Realtor®: _____ Name

_____ Phone

_____ Brokerage

102. ADDENDUMS: The undersigned Tenant acknowledges by initialing the following addendums to this Rental Agreement that these documents are incorporated fully herein by these references: **ADDENDUM #1, ADDENDUM #2**

103. ADDITIONAL AGREEMENTS:

104. EQUAL OPPORTUNITY HOUSING PROVIDER: We are an equal opportunity housing provider. We fully comply with the Federal Fair Housing Act. We do not discriminate against any person because of race, color, religion, national origin, sex (gender), disability or familial status.

105. SIGN & DATE: By signing below, the Tenant acknowledges receipt of a complete copy of this Rental Agreement with all blanks filled in. If there are any questions, please feel free to see an attorney before signing.

LANDLORD SIGNATURE(S)	DATE	TENANT SIGNATURE(S)	DATE
X: Agent Name		X: Tenant Name	
X:		X:	

The following Tenant initials acknowledges receipt and review of this page: _____

--

Tenant Name

X:	
Tenant Name	

X:	
Tenant Name	

CO-SIGNER	

ADDENDUM #1 RENTAL LEASE AGREEMENT MISCELLANEOUS

LANDLORD PERSONAL PROPERTY INCLUDED

ITEM

REFRIGERATOR
WASHER
DRYER
MICROWAVE
STOVE/OVEN
WATER SOFTENER

MAKE	MODEL	SERIAL #

LANDLORD PAID UTILITIES

NONE
TENANT PAID UTILITIES
Electric 388-2323, Trash 287-6800 (Ada County)
Cable Television, Satellite, Internet

UTILITY

Filter Size #x#

KEYS AND CONTROLS ISSUED TO TENANT

ITEM

PREMISES KEYS
MAIL BOX KEYS
LAUNDRY ROOM KEYS
GARAGE DOOR OPENERS
SECURITY CODE NUMBER

NUMBER

3 keys
1

The following Tenant initials acknowledges receipt and review of this page: _____

TENANT APPROVED VEHICLES/BOATS/TRAILERS

VEHICLE MAKE	MODEL	LICENSE
Chevy	S-10	E 105668
Honda	Passport	E 110949

PARKING DESCRIPTION	ASSIGNED SPACE

**ADDENDUM #2
PETS**

Tenant shall not have any PETS of any nature on or about the Premises with the exception listed below:

PET TYPE	BREED	AGE	WEIGHT	SEX	NAME
Dog	boxer				
Cat					

Tenant acknowledges and agrees to the following: _____: If any pet is listed above, Tenant agrees to pay any additional increase to the security deposit required by Landlord. Tenant understands any additional funds paid are an “increase” to the deposit and NOT a pet deposit. This additional security deposit is not specifically held for pet related damages but is held for the performance of all aspects of this Rental Agreement including any unpaid rents, late fees, charges and damage assessments. Tenant assumes all financial responsibility for damage caused by said PET. The increase in security deposit is refundable within thirty (30) days of satisfactory conclusion of this tenancy. **PET RENT is to be paid in addition to normal rent for all authorized pets. This amount varies from each property and property owner. The amount will also vary for each type of pet and or breed if authorized by Landlord.** There is no additional deposit or PET RENT required for support or companion animals. Tenant agrees to the below conditions in consideration of the authorization of the PET, support animal, or companion animal, to occupy the Premises:

- Tenant agrees to keep said PET, or support or companion animal under control at all times and obey all city ordinances related to the keeping animals as well as any and all condominium, town home and/or subdivision rules which may apply.
- Tenant agrees that Landlord may revoke permission to keep said PET on Premises by giving Tenant written thirty (30) days notice.
- If the PET is a cat, the cat must be neutered and declawed (support or companion animals are exempt from this condition). Tenant must provide and maintain an appropriate litter box.
- If the pet is a bird, the bird shall not be let out of the cage.
- No PET shall be fed on unprotected carpeting within the Premises. Tenant shall prevent any fleas or other infestation of the Premises or other property of Landlord.
- If in the opinion of Landlord the pet becomes annoying, bothersome or in any way a nuisance to other Tenants, maintenance workers or to the operation of the community, Tenant will immediately, upon written notice from the Landlord, remove the pet, from the Premises.
- Permission to keep PETS is restricted only to the particular PETS described above and does not extend to any other PETS.
- In multi-family dwellings, PETS must be kept in Premises, on a leash, or carried at all times. PETS will not be allowed to run loose on grounds or other common areas.

The following Tenant initials acknowledges receipt and review of this page: _____

9. **Landlord shall not be liable for any damages to person or property caused by Tenant's PET(S) and Tenant hereby agrees to hold agent harmless from such liability, assuming the same liability themselves. TENANT AGREES TO ASSUME ALL LIABILITY FOR DAMAGES CAUSED BY TENANT'S PET(S) TO ANY PERSON AND/OR PROPERTY.**
10. Tenant agrees to be full responsible for any damage caused to the property by the PET(S) and for any and all wear and tear resulting from the PET(S) and agrees to fully compensate the Landlord for any and all such damage or additional wear and tear including but not limited to:
 - a. Cleaning up ALL droppings deposited in the yard by the PET(S) immediately following each incident.
 - b. Filling in any holes in the yard and re-sodding as necessary to restore the yard and lawn to original condition.
 - c. Replacing doors, screens, windows, window coverings, or any other items scratched, torn damaged or soiled by the PET(S).
 - d. Additional cleaning or replacement at the discretion of the Landlord of any carpeting that has been damaged, soiled or stained or which has an odor as a result of the PET(S).
 - e. Deodorizing and disinfecting any floor or wall or other surfaces which may be stained or have an odor as a result of the PET(S).
11. Tenant agrees to pay for the removal of pet hair and dander throughout duct work in home. The ducts will be cleaned after move out to prevent any allergens in the central air system for future tenants that may be sensitive to pet hair and dander. The average cost of this service is around but not limited to \$150.

The following Tenant initials acknowledges receipt and review of this page: _____