

1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

THIS RESIDENTIAL LEASE AGREEMENT (the "Rental Agreement"), is made and entered into this day, <<Lease Creation Date>> , between **Arrowrock Property Services, Inc., d/b/a Aloha Property Management (hereinafter "Aloha Property Management")**, and <<Owner Name(s)>> (hereinafter "Owner") (Aloha Property Management and Owner are collectively referred to hereinafter as the "Landlord"); and <<Tenants (Financially Responsible)>> , co-signer if applicable <<Co-Signer(s)>> , and <<Other Occupant(s)>> (collectively referred to hereinafter as "Tenant").

1.2 AGENT

Tenant understands that Aloha Property Management is the duly authorized servicing agent of the "Owner" for purposes of leasing and management of the Premises (defined below). All notices and communications to Owner shall be directed to the attention of Aloha Property Management at the address set forth above. All notices and communications from Landlord shall be deemed notices and communications from the Owner. Notwithstanding change of management, this Rental Agreement shall remain binding on Tenant. **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. Aloha Property Management's liability to Tenant and/or Owner under this Rental Agreement is limited to its intentional misconduct or gross negligence.**

1.3 LEASE DURATION

Tenant agrees that the minimum term of this Rental Agreement shall be for a period of no less than **12 months**, commencing on the <<Lease Start Date>> and terminating at 12:00pm on the <<Lease End Date>> (the "Minimum Term"). **Tenant is not entitled to give a 30-day Notice to Vacate prior to the end of the minimum term.** Should Tenant fail to occupy the Premises for the minimum term for any reason, such shall be breach of this Rental Agreement, and **Tenant shall be liable to Landlord for all damages** resulting from such breach, including without limitation, loss of rent through the expiration of the Minimum Term and any extension thereof, **advertising costs; reimbursement of any move-in credits given to replacement tenants, utility costs while vacant; yard maintenance costs while vacant, transportation costs to show until re-rented, and other costs and fees as described within this Rental Agreement. In addition, Tenant agrees that in the event Tenant fails to vacate the premises by 12:00pm, as stated in this paragraph, Tenant will be responsible for to pay Landlord \$50.00 per hour of thereafter for the delay in the transfer of said Premises. This fee is in addition to all other fees/damages described within this Rental Agreement and is hereby agreed by Tenant and Landlord to be a reasonable fee for the late delivery of the Premises, since Landlord's actual damage would be difficult or impossible to quantify.**

1.4 AUTOMATIC LEASE RENEWAL AFTER MINIMUM

After expiration of the Minimum Term, this Rental Agreement will automatically renew itself for an additional term equal to that of the Minimum Term, with a minimum 5 (five) % increase in monthly rent at the Landlord's discretion. For example, if the Minimum Term under this Rental Agreement is a one-year term, this Rental Agreement will automatically renew for another one year term unless Tenant submits a 30-Day Notice to Vacate 30 days prior to the expiration of the Minimum Term. Other than the increase in monthly rent, as provided herein, all other obligations, terms, and conditions set forth in this Rental Agreement shall continue in full force and effect and shall apply to the automatic renewal term. Month-to-month agreements may only exist by written request and approval in writing by Landlord and must be requested at a minimum of 30-days prior to the end of the Minimum Term or any extension thereof. A "month" for purposes of this Rental Agreement means a calendar month. The automatic renewal process will remain in effect throughout the entire term of residency or until a written 30-Day Notice has been delivered to Landlord in accordance to this Rental Agreement.

1.5 RENTS

Landlord hereby leases the Premises, <<Unit Address>> , payable in monthly installments of <<Monthly Rent>>per month <<Monthly Charges>>

payable in advance and without demand at the address set forth below,

<<Company Name>> <<Company Address>><<Company Phone Number>>

or any other address provided in writing by Landlord, on or before the first 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 the Tenant signed on this Rental Agreement and on **ONE CHECK** if multiple tenants.

1.6 ONLINE DISCOUNTS

Aloha offers online payments at no charge on our website. Note that if you elect not to pay rent online, you will be charged a \$10 processing fee. For example, if rent is \$500.00 and you write a check, it will now be \$510.00. If paying online, rent MUST be submitted by the 2nd of every month. It takes three days to deposit into Aloha's account. Please remember, no exceptions for holidays, weekends, and postal delays. If rent is not in Aloha's account by the 5th of each month, late charges will apply.

1.7 PRO-RATED MOVE-IN RENT

If the Minimum Term of this Rental Agreement commences other than on the first day of a calendar month, Tenant's rent shall be 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, and shall be payable in advance. First month's pro-rated rent calculations are as follows: <<Prorated Rent>>

1.8 MOVE-OUT RENT

Tenant is responsible for rent through the expiration of this Rental Agreement.

1.9 LATE RENTS AND FEES

Rent is past due after 5pm on the 5th day of each month. If rent has not been received by 5:00 PM on the 5th day of the month (no exceptions for weekends, holidays, or postage delays), it is considered late and Tenant will be charged and agrees to pay a late fee of \$35.00 plus \$15.00 per day thereafter; until rent is paid in full. Said late fee shall be deemed additional rent for purposes of this Rental Agreement.

1.10 RETURNED CHECKS AND BANK CHARGE

A \$25.00 charge plus bank fees will be assessed for returned checks. Rent is not considered paid or received until Tenant's check clears the bank; therefore late fees 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 cashier's check or money order. Such charge shall be deemed additional rent for purposes of this Rental Agreement.

1.11 MOVE-IN CREDIT

Tenant agrees that if Landlord gives Tenant a move-in Rent credit or discount, that Tenant shall reimburse Landlord in an amount equal to such credit or discount in the event Tenant defaults on its obligations under this Rental Agreement.

1.12 SIGHT UNSEEN

Parties agree that Tenants were given the opportunity to inspect the Premises prior to signing this Rental Agreement. If Tenants declined to do so and chose to sign this Rental Agreement on the Premises sight unseen for their convenience, parties acknowledge that Tenants will be fully obligated to this Rental Agreement should they not take occupancy of the Premises. Tenant does agree that any maintenance shall be done as required by this Rental Agreement and not the preferences of the tenant since Tenant's agreed to take the Premises sight unseen.

1.13 OCCUPANCY

The Premises are to be occupied as single family residential living quarters. Only those individuals specifically named below may occupy and use the Premises. Tenant agrees to notify Landlord in writing of any extended vacations or absences from the Premises as to the dates Tenant shall be absent. 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 below for more than 10 consecutive nights in a month shall constitute a breach of this Rental Agreement**, unless, prior consent is obtained in writing by Landlord. <<Tenants (Financially Responsible)>>

<<Co-Signer(s)>>, and/or <<Other Occupant(s)>>

1.14 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 this 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.

1.15 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 agree to pay the monthly rent in the form of ONE CHECK for the total amount of the rent each month.**

1.16 ASSIGNMENT, SUBLETTING, REPLACEMENTS

1. The Tenant agrees and understands they are not to sublet any portion of the Premises. 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:

a. **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.

b. **The Tenant must abide by the decision of the Landlord** whether another person(s) can be added to this Rental Agreement.

c. **If Landlord approves the person(s), a fee of \$25 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.** Unless Landlord agrees otherwise in writing, any departing Tenant's interest in any deposit herein described 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 deposit. The departing Tenant will not be released from liability for compliance with the terms of this Rental Agreement, and any continuances of this Rental Agreement unless Landlord agrees in writing. If the departing Tenant is not released, such Tenant's liability for future Rent and other charges due under this Rental Agreement will be reduced by the amount of Rent and other charges due under this Rental Agreement that are actually received from such replacement.

d. The original Move-In Inspection Form of this Rental Agreement will prevail as to all Tenants regardless of the date a Tenant occupies the Premises.

1.17 DEFAULT FEE

A Default fee of Five Hundred Dollars (\$500) will be charged to ALL FINANCIALLY RESPONSIBLE 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, and is hereby agreed by Tenant and Landlord to be a reasonable fee for the additional time and labor necessary to get the property re-rented.** If tenant supplies Landlord with a new qualified tenant to take over this Rental Agreement, with six (6) months or more remaining on the lease and OWNER discretion, there will be a **Lease Take-Over Fee of Two Hundred and Fifty Dollars (\$250) per FINANCIALLY RESPONSIBLE TENANT.** All termination fees must be paid in full to the Landlord upon notice being given. If there is a balance in tenant account and sent to collections, a 50% collection fee will be added in addition to the outstanding balances.

1.18 SECURITY DEPOSIT

The Tenant shall deposit with Landlord as a Security/Cleaning/Pet Fee/Damage/non-refundable fee, the sum of <<One-time Charges>> <<Security Deposit Charges>>

payable prior to occupancy by means of secured funds (the "Deposit"). Cash will not be accepted as payment for the Deposit or any fee set forth above. The charges that are non-refundable are \$250.00 pet fee per pet (if applicable) and \$50 administrative fee from the security deposit. **Tenant cannot use the Deposit during the Minimum Term or any extension or renewal thereof for rent. Rent must be paid in full during occupancy and lease of the property.** The Landlord shall furnish, no later than 30 (thirty) days after the Tenants have vacated the premises and the lease has been fulfilled, an itemized statement for the refundable portion of the Deposit. **Landlord may use/deduct from the 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, and any and all 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.** Should Owner change management companies or sell the Premises, Tenant authorizes Owner to assign this Rental 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 Aloha Property Management as described within this Rental Agreement and in such event Tenant and Owner shall hold Aloha Property Management harmless from the assignment date forward.

1.19 TENANT ACKNOWLEDGES

The security deposit listed in this Rental Agreement is held by the Landlord of the property. **If the deposit was transferred from a previous lease not of Aloha Property Management the Tenant acknowledges that refund should be pursued directly from the prior Landlord or Owner.** Tenant acknowledges the security deposit will not be refunded until after vacancy and the security deposit will be endorsed to all current tenants on this Rental Agreement. **No portion of the security deposit will be refunded if one or more parties give notice to vacate prior to vacancy and are no longer on the Rental Agreement.** The security deposit will only be refunded when the property is completely vacated, within the pre-agreed date of vacancy. Tenant also understands and agrees that should the Premises herein

described be the subject of a foreclosure action, or sold, or otherwise transferred, that Landlord shall not be liable to Tenant for the refund of the security deposit. Therefore, Tenant agrees to look to the new owners of the property for reimbursement of their security deposit. Tenant hereby agrees to release and indemnify, hold harmless and defend Landlord from any claims to the security deposit held herein.

1.20 UTILITIES

Tenant shall pay for all utilities such as water, sewer, trash, electric, gas, cable, telephone, or any other services used or delivered to the Premises except for <<Utilities Included>> which are paid for by 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 the termination date, as evidenced by the proper thirty (30) days written notice. Tenant shall 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. All Utilities used by Tenant on the Premises shall be deemed additional rent for purposes of this Rental Agreement.**

1.21 INSURANCE

Tenant is to provide their own insurance for their personal property and possessions both inside and outside of Premises. Tenant acknowledges and is aware they are responsible for providing insurance for their personal property and 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. For renters insurance call Matt Dietz with Farmers Insurance Group at 208-939-7123 or Beau Murray with State Farms Insurance at 208-463-9701.* 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 the 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 be 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.**

1.22 KEYS AND CONTROLS

The LANDLORD is to retain keys to the property. If the Tenant does not furnish all of the issued keys and controls upon vacancy, the Tenant agrees to pay the cost of re-keying the Premises and the replacement cost of all controls. Tenant will be charged rent until all keys and controls, as listed above, are surrendered directly to Landlord. Tenants are not to leave keys in Premises. 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. **If mailbox key is provided and key is lost/stolen/broken there will be a \$30.00 charge for replacement of mailbox key. Tenant will need to pick up key from office and pay fee.**

1.23 LOCK OUTS

Tenant agrees to pay a \$75.00 lock out fee should Tenant lock himself/herself out and request to be let back into the Premises or **Tenant agrees to a \$30.00 charge** to pick up keys at office. If it is after hours, on the weekend, or a holiday, the cost to let a **Tenant in will be \$125.00 if someone is available.** If none of these options are available, Tenant will call lock smith at their own expense and supply Landlord with a new key as applicable.

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

X _____
Initial Here

2. Policies and Procedures

2.1 DISCLOSURE OF INFORMATION

Tenant hereby authorizes Landlord to disclose information regarding this Rental Agreement and the tenancy to third-parties, including, but not limited to, future Landlords and mortgage lenders. Landlord reserves the right to charge a reasonable fee to the receiving party for providing such information. Tenant understands that the receiving party may impose any such charges incurred back upon the Tenant.

2.2 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 set forth in this Rental Agreement. For purposes of this Rental Agreement, occupancy shall be defined as residing in the home 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 shall comply with the Codes, Conditions, Covenants, Restrictions and Regulation (CC&R's) that the Premises is subject to. **Tenant acknowledges that it their responsibility to obtain a copy of the CC&R's. They can possibly find a copy here, <http://pioneertitleco.com/maps/login.php>.**

2.3 PERSONAL PROPERTY

All personal property now upon the Premises shall remain at the termination of this Rental Agreement. Tenant acknowledges that the below checked appliances have been furnished and are in good working condition and are to remain in the Premises upon termination: <<**Appliances Included**>>. For safety reasons, Tenant agrees to turn off and not operate washers, dryers, ovens, and stoves, while absent from the Premises. **If rental has a washer and dryer, it is up to tenant to repair.**

2.4 PARKING

All parking is reserved for Tenant use only. If parking is assigned, 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 shall result in a parking violation fee, 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 in guest parking areas only and outside the tenant parking area and that Tenant's guests understand that their car may be towed if not parked correctly 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.*

2.5 PARKING LOT SPEED

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 or as posted.

2.6 BOATS/RV'S/TRAILERS

Unless specified, storage of boats, trailers/RVs, vehicles exceeding one ton, or any other vehicles other than those listed below are prohibited.

2.7 VEHICLES

Tenant shall not perform any business connected with vehicles on the property. Vehicles of any kind should not be parked on any area other than designated parking areas. Vehicles leaking oil or gasoline are to be removed from the Premises until repaired. **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.** Only the vehicles described below are authorized on the Premises. Tenant understands and agrees to submit in writing all change 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. The allowed vehicles on this property are:

<<**Vehicle Information**>>

2.8 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.

2.9 PETS

Tenant shall not have any mammals, reptiles, birds, fish, rodents or insects, or pet of any nature on or about the Premises with the exception of:

<<Pet Information>>

This also includes animals, birds or pets of any nature of any guests, relatives, or invited parties to the Premises. Pets are to be at least one year of age to be considered. **There is to be "no baby-sitting or care taking"** of any other person(s) animals, birds, or pets of any nature. **Feeding stray or unauthorized pets is prohibited. There will be a non refundable \$250.00 charge for each unauthorized pet and for each incident.** If this Rental Agreement excluded pets, the Tenant agrees to pay, in addition to the non refundable \$250.00 unauthorized pet, retroactive to the beginning of the tenancy, \$100 per month per pet for unauthorized pets and held responsible for the conditions stated below. Tenant acknowledges and agrees to this paragraph. If any pet is listed above, Tenant agrees to pay any additional increase to the 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 damaged caused by said pet. **"Pet Rent" is to be paid in addition to normal rent for all authorized pets. This amount varies from each property and property owner and is non-refundable.** Pet rent for this property is \$10.00 a month. There is no additional deposit or Pet Rent required for support or companion animals as defined by the Fair Housing Act. Tenant agrees to the below conditions in consideration of the authorization of the pet, to occupy the Premises.

- a. 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 and/or subdivision rules which may apply.
- b. Tenant agrees that Landlord may revoke permission to keep said pet on Premises by giving Tenant written thirty (30) days notice.
- c. 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.
- d. If the pet is a bird, the bird shall not be let out of the cage.
- e. No animal 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.
- f. If in the opinion of Landlord the pet becomes annoying, bothersome or in any way a nuisance to other Tenants or to the operation of the community, Tenant will immediately, upon notice from Landlord, remove the pet, from the Premises.
- g. Permission to keep animal(s) is restricted only to the particular animals(s) described above and does not extend to any other animals.
- h. In multi-family dwellings, animals must be kept in Premises, on a leash, or carried at all times. Animals will not be allowed to run loose on grounds or other common areas.
- i. Landlord shall not be liable for any damages to person or property caused by Tenant's animal(s) and Tenant hereby agrees to hold agent harmless from such liability, assuming the same liability themselves.
- j. All pets must be properly licensed and inoculated for rabies and all other usual inoculations for that type of pet.
- k. Tenant agrees to be fully responsible for any damage caused to the property by the animal(s) and for any and all wear and tear resulting from the animal(s) and agrees to fully compensate the Landlord for any and all such damage or additional wear and tear including but not limited to:
 - i. Cleaning up of ALL droppings deposited in the yard by the animal(s) immediately following each incident.
 - ii. Filling in any holes in the yard and re-sodding as necessary to restore the yard and lawn to original condition.
 - iii. Replacing doors, screens, windows, window coverings, or any other items scratched, torn, damaged or soiled by the animal(s).
 - iv. 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 animal(s).

v. Deodorizing and disinfecting any floor or wall or other surfaces with may be stained or have an odor as a result of the animal(s).

2.10 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 apartment and Landlord may present the pet over to a humane society or local authority.

2.11 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 written, email, text, or verbal notice. During the last sixty (60) days of occupancy, Tenant authorizes Landlord to inspect the property and place a FOR RENT/SALE sign on the property and to show property to prospective tenants or buyers. For each occasion where the access rights described above are denied by the Tenant, Tenant shall pay Landlord the sum of \$50 (fifty dollars) as liquidated damages which shall be deemed additional rent for purposes of this Rental Agreement; 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.

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

X _____
Initial Here

3. Responsibilities

3.1 OUTSIDE MAINTENANCE

Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance with city ordinance. Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of. Tenant agrees to pick up trash and debris that blows onto or appears on the Premises, no matter the source.

3.2 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.

3.3 POOL MAINTENANCE

If a pool is provided, the pool service is maintained by: (check one)

___- The Landlord provides pool service. If Landlord provides pool service, Tenant is required to maintain level of water and report any problems. Tenant is also responsible to keep pool clean and maintain chemicals.

___- The Homeowner's Association provides pool service. If the Homeowner's Association provides pool service, Tenant is required to report any problems.

3.4 YARD MAINTENANCE

Tenant understands that at all times Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and/or any other unsightly item. 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. **If tenant receives two (2) notices from Landlord that the lawn and shrubs have not be taken care of in a manner that is deemed acceptable, a rent increase of no less than \$100 per month will be added to cover the cost of professional lawn care services.**

____ Landlord is responsible for maintenance of front landscape. If Landlord is responsible for the front landscape, Tenant is still required to keep area free of debris, watering of landscape, setting of automatic timers for irrigation/sprinkler system and reporting problems to Landlord.

X Landlord is responsible for maintenance of entire yard to include watering. If Landlord is responsible for maintenance of the entire yard including watering, Tenant is required to keep area free of debris, and to report problems to the Landlord.

____ Landlord is responsible for maintenance of entire yard not to include watering. If Landlord is responsible for maintenance of the entire yard not to including watering, Tenant is required to keep area free of debris, and to report problems to the Landlord.

3.5 REPAIRS AND MALFUNCTIONS

1. All service or repairs, which fall within the responsibility of the Landlord, shall be requested by filling out a Maintenance Request Form found online at our website at alohapros.com. Tenant shall not make repairs or hire contractors to make repairs. 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 or smell of gas. Non-emergency requests will be scheduled and responded to within one week 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 Aloha Property Management and will not hold Aloha Property Management responsible if Tenant has not contacted Landlord when contractor fails to communicate or does not keep committed appointment. Tenant agrees to attempt to remedy the below maintenance issues prior to notifying Landlord:

- a. **Smoke Detector won't work when tested:** Test with approved smoke detector smoke spray, replace battery.
- b. **Smoke Detector beeps:** Replace battery, check for proper wire termination connection
- c. **No power to plugs or switches:** Check and reset breaker panel or replace blown fuses. Check and reset all GFI outlets (located in kitchen, bathrooms, utility rooms, and garages). Check if plug works off a wall switch.
- d. **Garbage disposal doesn't work:** When on, do you hear a buzz? If you do not hear a buzz, hit the reset button on the bottom of the disposal and test. If you hear a buzz, turn off disposal and unplug from wall. Place a 3/4 inch Allen wrench in the center shaft and twist back and forth (this unjams the disposal). Remove the object, turn back on, and test. Repeat until the object is removed.
- e. **No hot water:** Check thermostat on tank for proper temperature setting. Check that thermostat is not set to "vacation." Check and reset breaker in power panel. Check and reset button next to thermostat. If you have a gas water heater, check the pilot light.
- f. **Hot water is too hot:** Check thermostat on tank and turn down.
- g. **Plumbing or fixtures leak:** Turn off water fixture, turn off water at supply line and notify Landlord immediately
- h. **Toilet is plugged:** Plunge and test. Repeat as needed.
- i. **No heat:** Check thermostat. Check that furnace covers are in properly. Check that a switch that looks like an ordinary light switch is turned on (located in or near the furnace room). Did you pay or disconnect the utility? It is the responsibility of the Tenant to check filter on furnace monthly and replace as needed.
- j. **Dishwasher won't drain:** Clean food out of bottom of dishwasher.
- k. **Dishwasher doesn't clean dishes:** Don't run garbage disposal while D/W is running. Do not use liquid or gel detergents. Run D/W without any soap and with a cup of vinegar through several cycles. Clean out the bottom of D/W. Pre-wash your dishes.
- l. **Dishwasher grinds or no water is coming in.** Turn off, if no water on the bottom pour two large glasses of water into the bottom and re-start. Run the dishwasher with no soap and with a cup of vinegar to clean out any remaining soap that could be blocking pump. If problem continues, call Landlord and discontinue use.
- m. **Refrigerator too warm or too cold:** Check thermostat in refrigerator is set correctly.
- n. **Water drips from freezer to refrigerator compartment.** Remove all food and store in a cooler. Turn off refrigerator and allow defrosting. Turn refrigerator back on and replace food.
- o. **No Air Conditioning:** Check all circuit breakers. Clean and replace filter and test. Tenants will be charged for A/C repairs caused by dirty or missing filters.

p. If Tenant fails to comply with any of the above-mentioned, and a service call reveals that the items/problems would have been remedied had the Tenant performed the items listed in paragraphs a through o above, Tenant shall be responsible for all costs of the repair/ service call, plus a \$50.00 management fee paid to Landlord. The costs and fees associated with this provision shall be considered rent.

q. **If rental has a washer and dryer, it is up to tenant to repair.**

3.6 ACCESS FOR REPAIRS OR INSPECTIONS

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 (24 hours unless an emergency) that Landlord shall gain access to the property to make the necessary repair via a pass key. **Tenant hereby agrees to release and hold harmless Landlord from any claims Tenant may have for malfeasance by third-party maintenance contractors, and acknowledges that any claim for such malfeasance shall be directed to the third-party contractor, not Landlord or property manager. Tenant also acknowledges that there will be a fifty (\$50.00) charge for no access to unit or for forgetting appointment.**

3.7 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 Idaho Power. 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.

3.8 TENANTS RESPONSIBILITY TO CARE AND MAINTAIN PREMISES

Tenant 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. Reporting to Landlord items needing repair.
- c. Pay for damage to Property as a result of failure to report a problem in a timely manner.
- d. Pay Landlord upon demand for costs to repair, replace or rebuild any portion of the Premises damaged, whether through act or negligence of Tenant or Tenant's guests, or invitees.
- e. 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.
- f. Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Landlord detailing circumstances of breakage.
- g. Payment of unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service calls as a result of failure to keep appointments with repairman.
- h. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- i. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries, cleaning or replacing furnace filters every month. Under no circumstances is Tenant to perform any electrical repairs.
- j. Carpet cleaning when it becomes soiled during tenancy.
- k. Maintaining normal insect and rodent control.
- l. **Refrain from flushing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks.** Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects.
- m. Clearing blockages of garbage disposal not caused by mechanical failure.
- n. Routine cleaning of window coverings.
- o. Remove and properly store all holiday decorations within five (5) business days of the holiday.

- p. Remove garden hoses from exterior hose-bibs/water spigots and ensure they are completely turned off. Especially during the winter.

3.9 NORMAL WEAR AND TEAR

According to Idaho State Law, Normal Wear and Tear means the deterioration that occurs based upon the use for which the Premises is intended and without negligence, carelessness, damage, accident, misuse, or abuse of the Premises or contents by the Tenants, their family, or their guests. For the purposes of this Rental Agreement, **the following items shall not be considered normal wear and tear: Mollies/screws installed in walls or more than 5 nail holes per wall, carpet cleaning, extreme traffic wear of carpet, torn, burned, or stained carpet, scratched or dented hardwood floors, pet deodorizer, general cleaning, blind cleaning/repair/replacement, window cleaning, replacement of expired light bulbs, replacement of smoke detector batteries, repainting due to smoke/candle damage, broken toilet tanks, replacement of furnace filters, or ripped or marked wallpaper.**

3.10 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 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.

3.11 NOTIFICATION TO MANAGEMENT OF MOISTURE

Tenant shall promptly notify management in writing of the presence of the following conditions:

- a. A water leak, excessive moisture, or standing water inside the Premises
- b. A water leak, excessive moisture, or standing water in any community common area
- c. Mold growth in or on the Premises that persists after tenant has tried several times to remove it with bleach and water solution.
- d. A malfunction in any parts of the heating, air-conditioning, or ventilation system in the Premises, and
- e. Any electrical problems.

3.12 30 DAY NOTICE FROM TENANT

At least 30 days prior to the expiration of the Minimum Term, Tenant must obtain the 30-Day Notice to Vacate form from LANDLORD, complete and submit said form to Landlord. Verbal notices are not accepted or honored.

3.13 DEFAULT BY TENANT

In the event of Tenant's default in payment of Rent, or a breach of any of the other terms and conditions contained in this Rental Agreement, Landlord shall be entitled to all remedies available to it at law or in equity, including without limitation, recovery of all rent and charges due or to become due under this Rental Agreement and Landlord may accelerate all rent and charges due or to become due under this Rental Agreement, and terminate Tenant's right to possession of the Premises upon three (3) days written notice to pay or quit by Landlord to Tenant, or terminate this lease and recover all unpaid rent and other charges due or to become due throughout the entire term of this Rental Agreement including any extensions thereof. Tenant shall, by the end of the third day following the giving of any such three (3) day notice to pay or quit, 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. Should Landlord accept such payments after expiration of such three (3) day notice to pay or quit, said amounts received by Landlord shall be applied first to attorney's fees, court costs, and service fees incurred by Landlord in said legal action, then to outstanding charges and Rent due under this Rental Agreement. Acceptance of such funds by Landlord after the expiration of such three (3) day notice to pay or quit shall not operate to stay said legal proceeding or act as any waiver of Landlord's right to possession of the Premises.

3.14 MOVE OUT INSPECTION

The Move-Out inspection will be performed with or without Tenant. The following requirements are necessary to schedule a Move-Out inspection with Tenant:

- a. **If tenant wants to schedule a Move-Out inspection, please do so at least one week in advance and prior to move out date and turning in keys.**
- b. **The unit must be completely vacated to perform a Move-Out inspection.**
- c. **Every attempt to clean thoroughly prior to the inspection should be taken, as there will be no follow-up inspections.** Failure to comply with the above requirements and if the property requires cleaning prior to new tenants, Tenant will be responsible for all

additional cleaning charges or charges to repair any damage to the Premises. At no time during or after the inspection will estimates or costs of cleaning and repairs be discussed or promised.

3.15 NO SMOKING

Tenant, guests, nor any other person shall be allowed to smoke on or in the Premises or within twenty-five (25) feet of the Premises. That means, NO smoking in the GARAGE, BALCONIES, FRONT DOOR, or BACK DOOR. Tenant agrees to exercise caution when burning candles or incense. Any violation shall be deemed a material violation of this 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, counter-tops, or any other surface damaged due to burn marks and/or smoke damage. **Tenant agrees to pay no less than \$250 to ionize the premises to remove all unwanted odors.**

3.16 TELEPHONE NUMBERS AND EMPLOYMENT

Tenant agrees to furnish to Landlord a home telephone number within two weeks of occupancy. Tenant also agrees to furnish Landlord any change in employment and employment phone numbers.

3.17 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 (the "CC&Rs"). These CC&Rs can change without notice. Tenant shall pay any fines or charged imposed by Landlord's association or other authorities due to any violation by Tenant, or the guests or licensees of Tenant. Your neighborhood CCR's might be found at <http://pioneertitleco.com/maps/login.php>.

3.18 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, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Premises.

3.19 ALTERATIONS

Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlord's prior written consent. 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 nails, screws or other fasteners may be nailed, screwed or otherwise placed 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 redecoration or proceeding caused by Tenant and agrees to indemnify Landlord in the event of any such claim or proceeding.

a. **REASONABLE ACCOMMODATION** 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.

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.

3.20 SATELLITE DISHES AND CABLE INSTALLATION

Tenant understands that any installation of a satellite dish/cable requires Landlord's written approval prior to installation. **Tenant needs to call Lindsey Satellite #208-703-4081 for satellite installation.** Any equipment attached to buildings that is not allowed could result in a fine of up to \$500 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 deposit must be paid by Tenant. Prior to any release of this deposit, the authorization form must be returned with the installation contractor's information and signature.

3.21 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 personal property from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, power failures, appliance failures or other causes whatsoever unless the same is due to the intentional acts or gross negligence of the Landlord. Landlord strongly recommends that Tenant secure renter's insurance to protect against the above occurrences.

3.22 SERVICE FEES

Tenant agrees to pay \$25 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.

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

X _____
Initial Here

4. General Clauses

4.1 LEAD PAINT

The property was built after January 1, 1978 and does not require a lead based paint addendum.

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*.

4.2 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. Notices to Tenant will be deemed served on the day when they are either personally delivered or posted on the Premises main entrance and mailed by first class mail. Tenant agrees that the posting of a notice on the Tenant's door and mailing of a notice by first class mail is the equivalent of personal delivery of the notice. Tenant agrees that any time period set forth in the notice is not expanded or enlarged because of delays in service by mail. Tenant requests that Landlord not attempt to serve any notice at Tenant's place of employment, even if required to do so by Idaho Law. Tenant waives the right to challenge the sufficiency of service of a notice on the grounds that service was not attempted at the Tenant's place of employment or business.

4.3 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:

- a. Tenant in writing requests to withdraw the original Tenant's 30-day notice to vacate,
- b. Landlord agrees and authorizes the holdover period in writing, and
- c. 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.

4.4 HOLDOVER WITH PENALTY

If Tenant remains in the Premises beyond the terms of this Rental Agreement, 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 such holdover, rent for the holdover period shall be increased by 125% of the Rent being charged at the time; 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.

4.5 EARLY DEPARTURE

If Tenant vacates property/unit prior to the 30th day of the notice to vacate associated with the expiration of the Minimum Term, 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 or the expiration of the Minimum Term, whichever is longer.**

4.6 BREACH OF CONTRACT

In the event the Tenant moves out prior to the expiration of the Minimum Term or any extension thereof, or is evicted due to a violation of this Rental Agreement, **Tenant agrees to reimburse Landlord for all costs incurred as a result of the breach.** These costs shall include,

but are not limited to attorney's fees and all lost rents (including past due and future rent), 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, nonsufficient 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, and all other damages provided for by law.

4.7 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 or by otherwise failing to perform as required in this Rental Agreement, the **Landlord may withhold from any funds or security deposits paid by Tenant** the costs of re-renting the Premises, including, but not limited to, lost rents, reimbursement of any move-in credits to replacement tenants, advertising fees, utilities and default Fee (rent-up fee) of five hundred dollars (\$500) per person on lease in addition to any and all rights to withhold other funds or security deposits as described within this Rental Agreement.

4.8 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, and dispose of any remaining personal property which may have been left at the Premises without liability to the Tenant, and may re-rent said Premises. Tenant surrenders all right, title and interest to the abandoned property and agrees that Landlord may keep, sell or otherwise dispose of the abandoned property at Landlord's discretion.

4.9 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 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.

4.10 MORTGAGE

The Premises may be mortgaged or may be subject to a deed of trust or other financing instruments. Tenant agrees that the right of the holder of any present or future mortgage, deed of trust or other financing instrument is superior to the Tenant's rights hereunder, and in the event of a foreclosure; the Grantor or Trustee has the right to terminate Aloha Property Management's management agreement without notice. In the event of a foreclosure, Tenant understands that Aloha Property Management may be required to surrender all funds held on behalf of the Tenant to the Grantor or Trustee and Tenant hereby agrees to hold Aloha Property Management harmless of all claims and to enter into a new Landlord/Tenant relationship with the Grantor or Trustee.

4.11 CONDITION OF PREMISES

Tenant acknowledges that at the commencement of the term hereof, the Premises, including the personal property referred to in this Rental Agreement, were clean and in good working condition.

4.12 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 from Tenant's deposit.** 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 provided by Tenant and that Landlord will have the carpets cleaned at Tenants expense with the approved vendor of the Landlord.**

4.13 CLEANING

Tenant stipulates that the unit was professionally cleaned upon initial occupancy. Landlord will provide cleaning upon vacancy at the expense of the Tenant. **Costs specifically for professional cleaning of the unit will be automatically deducted from Tenant's deposit.** Upon vacancy, Tenant acknowledges that Landlord will hire a specific cleaning vendor to clean the unit. Remember that the cleaner you keep the property when you leave, the less of a charge it will be.

4.14 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.

4.15 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 Twenty Dollar (\$20) per window charge against Tenant's security deposit.** Tenant agrees not to install objects, such as tin-foil, in windows.

4.16 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 Thirty Dollars (\$30) per drapery charge against Tenant's security deposit.**

4.17 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 or expired light bulbs will be replaced at Tenant's expense.**

4.18 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.

4.19 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 be limited to: political signs, religious signs, posters, or pictures, and/or business signs.

4.20 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.

4.21 HALLWAYS AND COMMON AREAS

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.

4.22 STORAGE

Tenant agrees not to store gasoline, cleaning solvents, combustible, oil, antifreeze, batteries, or toxic waste on the Premises and to properly dispose of said items. **Tenant will be fined \$50 (fifty dollars) as well as charged the cost to remove any of the aforementioned items.**

4.23 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.

4.24 NOISE AND NUISANCE

QUIET HOURS COMMENCE AT 10 PM AND CONTINUE UNTIL 7 AM. 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 pm and 7:00 AM. 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 this Rental Agreement. Multi-unit Tenants agree to refrain from using the washer and dryer during quiet hours. Tenants 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.

4.25 BALCONIES/PATIOS/PORCHES

Patios, terraces and/or balconies, are designed for additional space and not storage. Storing or displaying on patios and balconies of boxes, bicycles, refuse, clothing, towels, furniture, 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 areas approved by Landlord. Throwing any items from balconies is strictly prohibited. A gas BBQ grill 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.

4.26 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 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 this Rental Agreement and good cause for termination of tenancy.

4.27 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 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 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 (208) 577-3000; Meridian Police Department (208) 888-6678; these numbers are provided as a service and maybe subject to change without notice.

4.28 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.

4.29 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, no matter what the memo line of the check says.**

4.30 MILITARY CLAUSE

The Tenant is NOT a member of the military and does not require a military clause. Additionally, Tenant agrees to notify Landlord in advance and in writing, if anyone living on the Premises joins any branch of the military.

If the Tenant is a member of the military, Tenant will be released from the Rental Agreement only if military orders command them to relocate to an assignment farther than one-hundred (100) miles from the Premises.

4.31 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 Rental Agreement become void, but tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Rental Agreement if possession is not delivered within 7 days of the commencement of the term hereof.

4.32 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. Tenant acknowledges and agrees, and hereby authorizes Landlord and Landlord's representatives, agents, contractors and employees to access, use and obtain a consumer report from any consumer reporting agency for the enforcement and collection of any balances due under this lease. **In the event that Tenant becomes delinquent and payment is not made on amounts owing under the terms of this Agreement, and the balance is placed with a licensed collection agency, Tenant agrees to pay the fees of the collection agency, which amount is 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.**

4.33 ENTIRE CONTRACT

Time is of the essence regarding the terms of this Rental Agreement. All prior agreements between Landlord and Tenant are incorporated in this Rental Agreement which constitutes the entire agreement between the parties hereto. 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 Rental Agreement constitutes the complete and exclusive statement of its terms and that not extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Rental Agreement.

4.34 ATTORNEY FEES

If Tenant defaults in the performance of any obligation under this Rental Agreement, Tenant shall pay, in addition to any other sums owed, all 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 Landlord to enforce Tenant's obligation under this Rental Agreement, whether or not this Rental Agreement is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court. Landlord and Tenant also 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 this Rental Agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees 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.

4.35 NONWAIVER CLAUSE

Landlord's failure to strictly enforce individual terms of this Rental Agreement does not constitute waiving the Landlord's right to enforce the specific term, condition or policy.

4.36 CO-SIGNER

By affixing signature below, co-signer promises to guarantee the Tenants compliance with the financial obligation of this Rental Agreement or any extensions thereof. Co-signer understands that he/she may be required to pay all rent and charges due under this Rental Agreement, including without limitation, all 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 this 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 the 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, Landlord shall recover reasonable attorney fees, court costs and any cost reasonably necessary to collect a judgment.

Co-signer understands that this guaranty 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:

- a. **Co-signer must remain liable under this Rental Agreement for a minimum of one year;**
- b. **There can be no late rent payments;**
- c. **No disconnect notices from any of the utility companies;**
- d. **No lease violations during the lease period;**
- e. **There can be no balance owing on the account;**
- f. **Aloha Property Management must do a property inspection to confirm that the property is properly maintained; and**
- g. **Aloha Property Management supervisor approval in writing releasing Co-signer from liability under the Rental Agreement.**

4.37 COPIES

Tenant acknowledges receipt of a copy of this fully executed Rental Agreement and Move-In Inspection Sheet. Landlord will provide additional copies of this Rental Agreement and Move-In Inspection Sheet at a cost of \$0.50 per page payable in advance.

4.38 WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER

Tenant acknowledges that the Landlord is in compliance with the Federal Fair Housing Act, and that the Landlord has not discriminated against any person because of race, religion, sex, handicap, familial status, color, or national origin, and that Landlord has complied with all state and local fair housing laws.

4.39 GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of Idaho. Further, any claim or cause of action may only be brought in the state or federal courts located in Boise, Idaho, and Tenant agrees to submit to the exclusive personal jurisdiction of such courts and hereby appoints all other tenants in the Premises as agents for the purposes of providing notices and service of judicial process. Tenants also appoint the Secretary of State for Idaho as your agent for service of process.

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

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed