RENTAL/LEASE AGREEMENT

THIS AGREEMENT, made and entered _____, between First Rate Property Management, Inc., as acting Agent for Landlord of the below named property and both Landlord and Agent shall herein after be called "Landlord"; and _____ thereafter called "Tenant".

1. AGENT: Tenant understands **First Rate Property Management, Inc (FRPM)**, is the acting agent of the Landlord. This Rental Agreement shall be binding if management of the property is transferred to the Landlord or any Agent procured by the Landlord. **LANDLORD STATEMENTS: Agent cannot be held liable for any statements or promises made by Landlord if Landlord or Tenant chooses to communicate without Agents knowledge or presence.**

2. 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 address, situated in _____ County, Idaho, and herein after referred as Premises. Premises shall include the dwelling as well as the entire real property owned or managed by Landlord.

Street Address: _____ Apartment No: _____ _____, ***ID*** _____

Parking Spot No: _____ Carport No: _____ Garage No: _____ Mail Box No: _____Storage No: _____

3. MINIMUM TERM: Tenant agrees the minimum term of the Agreement shall be for a period of _____ months, commencing on _____**,** and terminating on _____**.** The length of the term is _____ months and _____ days. 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 to 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 costs; reimbursement of any move-in credits given to replacement Tenant, utility costs while vacant; yard maintenance costs while vacant, transportation costs to show Premises until re-rented, and other costs and fees as described within this Agreement.**

4. AUTOMATIC RENTAL RENEWAL AFTER INITIAL FIXED TERM: In the event a Lease Renewal is offered to tenant for an additional term, the following conditions, timelines, and renewal fees shall apply. If all tenants and cosigners sign and execute a new Lease Agreement within seven (7) calendar days after the Renewal Lease Agreement is sent, Tenant's Lease Renewal Fee shall be waived. If all tenants and cosigners sign and execute their new Lease Agreement more than seven (7) calendar days after the Renewal Lease Agreement is sent, but prior to the calendar month in which the existing lease expires, Tenant shall pay a $50 Lease Renewal Fee charge. The new Lease Agreement must be executed prior to the first calendar day of the month in which the existing lease term expires. Failure to do so will result in an automatic renewal for a 12-month term at the rental rate provided in the renewal lease that was sent to all tenants unless the landlord authorized agent to terminate the agreement at the end of the term. Landlord may notify the Tenant in writing no later than 30 days prior to the expiration of the original Rental term if the Landlord elects not to allow the automatic renewal of the lease. If lease is auto renewed, Tenant shall pay a $100 Lease Renewal Fee charge. If the Tenant submits a 30-day notice to vacate, they must adhere to the terms as set forth in paragraph 29 of this Lease Agreement. All other obligations, terms, and conditions here within apply. A "month" for purposes of this 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 Agreement.

Example: If existing lease agreement ends April 30th, a new lease agreement would need to be signed and executed before April 1st to avoid the $100 Lease Renewal Fee. If a new Lease Agreement is sent March 1st, and is signed and executed before March 9th, the renewal fee charge of $50 will be waived. If the renewal lease agreement was sent March 1st and all tenants and cosigners signed the agreement from March 9th to March 31st, tenants would be charged a $50 lease renewal fee.

5. RENT: Landlord hereby leases the Premises located at _____ on _____, for a total of **$**_____ for the full term of this Agreement, payable in monthly installments of _____ Dollars (**$**_____**)** per month, payable in advance and without demand at the following address: **First Rate Property Management, Inc., 1251 N Cole Rd, Boise, ID 83704 Phone: (208)321-1900**

Payment of rent is due 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 or money order, they must be from one of the Tenant(s) signed on this Agreement. **After the 5th of the month only cashier's check or money orders will be accepted.** Any fees or fines due from Tenant will be considered additional rent and late fees will continue to accrue until balance is paid in full.

6. ONLINE PAYMENT DISCOUNT: Tenant agrees to complete all designated 3rd party service provider forms to have rental payments automatically deducted from their checking, savings, credit, or debit card account. **Online payments must be initiated on or before the 1st day of each month to ensure timely payment and processing.** Tenant shall receive a monthly rent discount of $20 for using designated 3rd party service provider. In the event of insufficient funds when rent is charged, the $20 discount for that month will no longer apply and an insufficient funds fee as described herein will be charged.

7. PRO-RATED MOVE-IN RENT: If the initial term of this Agreement commences other than on the first day of a calendar month, Tenant's rent shall be a pro-rated portion of a full month's rent, 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 and move-in cost calculations are as follows:

ADD FUNDS DUE CHART.

8. PRO-RATED MOVE-OUT RENT: Tenant is responsible for rent up to the 30th day of their 30-Day Notice to Vacate or until the Agreement expires, whichever event occurs last. Failure to do so will result in late fees. (e.g. *Tenant gives Notice to Vacate on the 10th of November; Tenant is responsible for all of November's rent and 10 days in December. If the 10-days of pro-rated rent are*

not paid on or before December 1st, late fees will be applied).

9. LATE RENTS AND FEES: Rent is past due on the 2nd 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, or online payment issues), it is considered late and Tenant agrees to pay a late fee of $60.00 plus $15.00 per day thereafter; until rent is paid in full. The late charge period is not a grace period, and Landlord is entitled to make written demand for any rent unpaid on the second day of the rental period and Tenant is responsible for the cost of delivery of any notice. Tenants are responsible for updating any automatic payments when there is a change to the rental amount. Failure to do so may result in late fees.

10. INSUFFICIENT FUNDS: A **$20.00 charge will be assessed for returned checks and/or insufficient funds**. 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.

11. DEFAULT BY TENANT: In the event of Tenant's default in payment of rental, or a breach of any of the other terms and conditions of this Agreement, this Agreement and Tenant's tenancy hereunder may be terminated upon 3 days written 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 rent by Tenant and should Tenant tender payment of rent 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 at Landlord's option, be applied first to attorney's fees, court costs, and service fees incurred by Landlord in said legal action, (2) then to rents, and (3) 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).

12. ALLOCATION OF FUNDS: Monies paid by Tenant shall be applied in the following order **(1) Resident Protection Package and all benefits included (2) Deposit Alternative Fee (if applicable), (3) non-sufficient fund fees, late fees and/or service fees (4) Tenant caused billing (5) past due utilities (6) attorney fees (7) Tenant caused property damage, (8) past due rent, oldest month to newest. Tenant agrees to this allocation of funds despite any limiting or restrictive endorsement or memo contained on the payment.**

13. ADMINISTRATION FEE: Tenant acknowledges the Administrative Fee is specifically charged for professional services rendered by First Rate Property Management, and is non-refundable and will not be used to offset any rents, fees, or expenses. The non-refundable Administration fee must be paid with certified funds and paid prior to taking possession.

14. RENT CREDITS AND INCENTIVES: Tenant agrees that if Tenant received a credit of rent at move-in, and/or at Rental Agreement renewal, or a service or upgrade (such as carpet/flooring cleaning or ceiling fan) as an incentive to renew the Rental Agreement, Tenant is responsible for the repayment of the rent credit or cost of service or upgrade if Tenant fails to fulfill the term of the Rental Agreement.

15. DEPOSIT AMOUNTS:

Security, Cleaning, Damage, and Rent Deposit	***$_____ ($_____)***
Double Deposit	***$_____ ($_____)***
Total Deposits Collected:	***$_____ ($_____)***

16. DEPOSITS: Tenant(s) shall deposit with Landlord the sum of _____Dollars ($_____), payable prior to occupancy with certified funds only, which are applied towards all deposits. At no time shall deposits be used during the occupancy or term of the Rental Agreement for the payment of rent. The Landlord shall furnish, no later than 30 days after Tenant has vacated the Premises, an itemized statement for all deposits. Landlord may use/deduct 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, cost to change locks, termination fees, and re-rent fees. Tenant understands any deposit will only be refunded once the Premises is completely vacated and all of Tenant's personal property is removed. Any refund of any deposit will be made payable to all Tenants as shown on the current Agreement. Should Landlord change management or sell the Premises, Tenant authorizes Landlord to transfer any deposits or other Tenant related funds to new Landlord or management, less any fees owed to Landlord as described within this Agreement and hold Landlord harmless from the assignment date and forward. If Tenant has made a security deposit with a prior Landlord or property manager other than First Rate Property Management, Inc and the deposit has not been transferred to the current Landlord, the Tenant understands that any refund of the deposit must be pursued directly from the prior Landlord or property manager and that Landlord shall have no responsibility for the same. Tenant Agrees that any questions or disputes regarding their Itemized Deposit Statement is required to be submitted in writing to the Review Committee at: info@frpmrentals.com within 10-days of the statement date. Tenant agrees all Itemized Deposit Statement disputes are final after one dispute from the tenant that was reviewed and formally responded to by the review committee.

17. _____ EASY ENTRY FEE: Tenant(s) agrees to pay a monthly fee equal to 4% of the monthly rent in lieu of placing an up-front security deposit with Landlord. This fee is nonrefundable and will not go toward any charges associated with damage to the home beyond normal wear and tear, or for another charges, such as 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, cost to change locks, termination fees, or re-rent fees. For any damage to the home above fair wear and tear, the

Landlord will conduct a final inspection and an itemized final bill will be presented to the outgoing tenant for immediate payment in accordance with this lease agreement. Tenant(s) agrees to pay for damages above normal, fair, wear and tear by authorizing Landlord to charge the bank account and/or Credit Card listed on the outgoing tenants' application after move out. Tenant may elect to terminate the Easy Entry Fee in lieu of a Deposit and instead pay the equivalent of one month's rent as a refundable security deposit at any time. The Deposit shall be due upon notice of termination of the Easy Entry Fee.

18. RENTAL VIOLATION/ SERVICE FEES: Tenant agrees to pay $75 for each notice delivered to the Premises by Landlord for eviction, notice for a Rental violation, and notice when Tenant has terminated any utility that is Tenant's responsibility to pay. If a rental violation warning is issued, Tenant agrees to correct the violation and provide photographic evidence of the corrected condition within ten (10) days of receiving the notice, unless a shorter or longer compliance period is specified in writing by Landlord. Failure to provide such photographic confirmation shall be considered non-compliance with the notice.

19. CREDIT REPORTING/COLLECTIONS: Tenant understands and acknowledges that if Tenant fails to fulfill the terms of their obligations within this 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 reasonable attorney's fees **and any fees or commissions charged by any collection agency to reimburse the Landlord with all funds due.**

20. COLLECTIONS: Tenant understands and agrees if Tenant's account with Landlord 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 and will be calculated and added at the time the account is placed into collections. Past due accounts not paid within 30 days are subject up to a 10% finance charge per month. Past due accounts that exceed $100.00 or more will be sent to collections.

21. OCCUPANCY: The Premises are to be occupied as living quarters for no more than _____adults and _____ occupants under the age of 18. Only those adults specifically named above 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 above for more than 3 days within any one week period, shall constitute a breach of the Rental Agreement,** unless, prior consent is obtained in writing by Landlord.

22. MILITARY CLAUSE:

_____The Tenant in this Agreement are NOT members of the military and do 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.

_____The Tenant in this Agreement are members of the military and will be released from the Agreement if military orders command them to relocate to an assignment farther than 20 miles from the Premises. Tenant is responsible to provide a copy said orders and submit written 30-days notice, all rents due for that time, plus the repayment of any rental incentives for the current rental term.

23. MULTIPLE RESIDENTS OR OCCUPANTS: Each Tenant (and each Tenant's share of the security deposit) is jointly and severally liable for the terms herein. Violation of the Agreement or rules by any Tenant, guest or occupant shall be considered a violation by all Tenants. Requests and notices from any Tenant (including notice of Rental Agreement termination, repair requests, and entry permissions) shall be deemed from all Tenants. For the purpose of providing notices and service of judicial process, or any other purposes of providing notice, anyone of the multiple Tenants shall be considered the agent of all other Tenants in the Premises. 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.

24. CO-SIGNER: By affixing signature below, co-signer promises to guarantee the Tenant's compliance with the financial obligation of this Agreement. Co-signer understands he/she may be required to pay: current rent, past due rent, collection costs, non-sufficient funds charges, court costs, late fees, lease violation fees, advertising costs, cleaning, repairs, or costs that exceed Tenant's security deposit. Co-signer further agrees Landlord will have no obligation to report to Co-signer should Tenant fail to abide by the terms of this 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 Landlord has agreed to rent to Tenant only because of this guarantee and that the continued validity of this guaranty is a material term of this Agreement. Co-signer further understands if Landlord and Co-signer are involved in any legal proceeding arising out of this Agreement, the prevailing party shall recover reasonable attorney fees, court costs and any cost reasonably necessary to collect 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 Agreement for a minimum of one 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 Rental period 5) There can be no balance owing on the account 6) If tenant(s) opted to do the Easy Entry Fee, a security deposit equal to one month's rent must be paid to Landlord in certified funds prior to the co-signer being released 7) Landlord must do an inspection to confirm that the Premises is properly maintained and 8) A co-signer removal fee of $50 must be paid. 9) If all other terms are met, the cosigner removal can proceed at the time the lease is renewed.**

25. JOINT AND SEVERAL OBLIGATIONS: Each Tenant under this 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.

26. ASSIGNMENT, SUBLETTING, REPLACEMENTS: Tenant agrees and understands not to sublet any portion of the Premises under the terms of this Agreement. Unless Landlord agrees otherwise in writing, any departing Tenant's interest in any deposit will automatically transfer to the replacement Tenant as of the date of the Landlord's approval. The departing Tenant shall no longer have any refund rights to any deposits and will not be released from liability for the remaining term of this 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. The original Move-In Inspection Form of this Agreement will prevail. **Any changes to tenants must be approved by the Landlord. A Roommate Adjustment Fee of $150 per roommate will be charged to change out/replace roommates. All fees must be paid in full to Landlord upon written demand by the Landlord to Tenant. Tenant must have a $0 balance on account in order to proceed with any changes to the rental agreement.**

26(a) ADDING A TENANT: If the Tenant wishes to have another person(s) reside in the Premises, Tenant must abide by the following: **(1) Tenant must submit a written request to Landlord**. Any proposed new Tenant 18 years of age or older, must complete a Rental Application and pay the $150 Roommate Change Fee to be processed. **(2) The Tenant must abide by the decision of the Landlord** whether or not another person(s) can be added to the Agreement. **3) If Landlord approves the person(s), the Landlord will require that an addendum be signed by all Parties. At the Landlords discretion, they may require an entirely new Agreement to be signed by all remaining and/or replacement Tenant(s).**

26(b) RELEASING A TENANT: (1) Tenant must complete the Roommate Release Request form, (2) Pay the Roommate Adjustment fee, (3) Remaining Tenant(s) must qualify before Landlord will approve the Roommate Release Request (4) The Roommate Release Request is approved, the Landlord will require that an addendum be signed by all Parties. At the Landlords discretion, they may require an entirely new Agreement to be signed by all. **If the Landlord is unable to approve the Roommate Release Request, Tenants understand that each Tenant under this Agreement will remain jointly and severally individually liable to the Landlord for the total rent due and damages inflicted upon the leased Premises. Tenants understand 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 whether or not Tenant continues to physically occupy the Premises.**

27. FAILURE TO FULFILL RENTALTERM: Should Tenant fail to occupy the Premises for the minimum term for any reason, such shall be breach of the Agreement, **Tenant shall be liable to Landlord damages resulting from such breach, which include but are not limited to: loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less; reimbursement of any move-in credits or incentives the Tenant received during the term of tenancy, advertising costs, reimbursement of any move-in credits given to replacement Tenant, utility costs while vacant; yard maintenance costs while vacant, transportation costs to show Premises until re-rented, and other costs and fees as described within this Agreement.** At the Landlord's discretion, the Tenant may supply Landlord with a qualified Tenant to assign this Agreement, there will be a **Rental Takeover Fee of $500 that must be paid in guaranteed funds prior to the reassignment of this Agreement.** These provisions are reasonable calculations of the expenses incurred provided within this Section, and are not a penalty. **Tenant must obtain the Official Notice to Vacate form from LANDLORD, complete and submit said form to Landlord. Before the Notice to Vacate can be considered official, the Tenant must sign the addendum provided by the Landlord acknowledging they are electing to vacate the Premises prior to the expiration of the Rental term. Verbal notices are not accepted or honored.** Tenant can give notice by postal service or personal delivery.

28. INCARCERATION, DEATH OR INCAPACITY OF TENANT: In the event of the incarceration or death of the sole Tenant, this Agreement shall terminate. In the event of the incapacity, incompetency, or inability of the sole Tenant to care for him or herself, or the primary wage earner if there are multiple Tenants, a reasonable accommodation request may be submitted and if approved, this Agreement shall terminate with a 30 day written notice. In any of the foregoing circumstances, Tenant hereby authorizes those persons identified as emergency contacts on their application to enter the Premises and remove Tenant's personal property. In the event of a death, the Tenant's duly appointed Personal Representative (executor) shall also have such authority. In the event of the incarceration, death, or incapacity of a tenant as provided in Section 21 herein, the deposit shall then belong to any co-tenants listed on this agreement and the Landlord shall have no further responsibility to the tenant suffering the incarceration, death, or incapacity. Provided, however, in the event the co-tenants do not continue the tenancy, the deposit shall be accounted for as provided herein and the Tenant's emergency contact shall be named as a payee on any check for refund of any portion of the deposit.

29. NOTICE TO VACATE: Tenant understands and agrees that Tenant submits a 30-Day Notice to Vacate 30 days prior to the expiration of the current Rental term. The 30-Day Notice to Vacate will not terminate the Rental term prior to the end of the full Rental term, or any additional Rental terms. 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 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.** Tenant can give notice by postal service or personal delivery. Except as prohibited by law, or as set forth herein, either party may cancel the Agreement by service upon the other, with a written 30 day Notice of termination of Tenancy within the timeframes established by Section 3 and 4 herein. Notice to retract a prior written Notice to Vacate must be submitted in writing and approved by the Landlord before the retraction can be considered official. If the property has already been pre leased to another tenant a retraction notice will not be accepted. Tenant understands and agrees that Tenant is responsible for all advertising costs and any other costs associated with the retraction of their notice.

30. 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 and (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 (e.g. Tenant *gave notice to vacate on November 10th to be moved out by December 7th, but needed 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 December 12th. On or before the December 1st, Tenant must pay 12 days of pro-rated December rent or will be charged late fees.).*

31. HOLDOVER WITH PENALTY: If Tenant holdovers (extends) beyond the end of the 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 per day or 25% of the then-existing rental, whichever is greater; and at Landlord's option, Landlord may extend the lease term for up to one month from date of notice of 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 all advertising expenses incurred by Landlord to secure a replacement Tenant, which was negated by the current Tenant's unauthorized holdover.

32. 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 and until the end of the current Agreement term.** 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 Tenant.

33. BREACH OF CONTRACT: In the event the Tenant moves out prior to the end of the Agreement, or is evicted due to a violation of this Agreement, **Tenant agrees to reimburse Landlord for all costs incurred as a result of such breach**. These costs may include, but are not limited to attorney's fees, lost rents, the difference in total collected rent for the original lease term if re-rented for a lower price, reimbursement of any move-in credits to replacement Tenant, damages, cleaning, costs of collection, loss of personal property of Landlord included in this 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 Premises, and re-rent fees.

34. BREACH WITHIN RENTAL PERIOD: Should Tenant breach this Agreement by failing to occupy the Premises, by moving out, or by failing to pay rent, **Landlord may withhold from any funds paid by Tenant** the costs of re-renting the Premises, **which include but are not limited to: loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less; reimbursement of any move-in credits or incentives the Tenant received during the term of tenancy, advertising costs, reimbursement of any move-in credits given to replacement Tenant, utility costs while vacant; yard maintenance costs while vacant, transportation costs to show Premises until re-rented, and other costs and fees as described within this Agreement.**

35. ABANDONMENT: Tenant shall be deemed to have abandoned the Premises in the event Tenant is personally absent from the Premises for 7 or more consecutive days while also delinquent in the payment of rent. Tenant shall be responsible for notifying Landlord of such absences from the Premises if the Tenant does not intend to abandon the Premises. For the purposes of computing damages to Landlord, Tenant shall be deemed to have given 30 days notice of termination on the second day of the Tenant's absence from the Premises while delinquent in the payment of rent. Tenant's abandonment shall entitle Landlord to proceed as set forth in paragraph 36 herein with regard to any of the Tenant's possessions left within or upon the Premises.

36. TENANT'S POSSESSIONS: Tenant hereby grants to the Landlord a lien upon all of the Tenant's personal property placed within or upon the Premises, pursuant to Idaho Code, Section 45-805, to secure any and all unpaid obligations from Tenant to Landlord. In the event that the Tenant leaves any of the Tenant's personal property or possessions within or upon the Premises at the conclusion of the term hereof, or in the event of an abandonment of the Premises by the Tenant, as set forth in paragraph 35 herein, Landlord may enter into and take possession of Tenant's personal property left within or upon the Premises and store said personal property for 30 days at Tenant's Expense. Landlord will not store and shall immediately dispose of perishables and apparent trash. Tenant acknowledges a reasonable storage rent of $10 per day, with a minimum of $50, shall apply to all property left on the Premises. Upon the expiration of the 30 days, Landlord shall be entitled to sell any such property at private or public sale. The proceeds of such sale shall be applied first to the Landlord's costs incurred with regard to the sale, then to the amounts owed to the Landlord, and any remaining balance to the Tenant. Landlord shall also have the option of disposing of such personal property as the Landlord deems appropriate, including donating the same to a charitable organization or placing the same for trash collection. The Tenant hereby releases the Landlord from any and all claims with regard to the Tenant's personal property in the circumstances set forth in this paragraph.

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

38. POSSESSION: If Landlord is unable to deliver possession of the Premises at the commencement hereof, rent shall be prorated until such time as Landlord delivers possession. All other terms of this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Landlord be liable to Tenant for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered with 7 days of the commencement of the term of the Agreement, Tenant may terminate this Agreement by giving written notice to Landlord, and any funds paid by Tenant to Landlord shall be refunded to Tenant.

39. MOVE-IN INSPECTION AND ACCEPTANCE: Tenant will be provided a paper copy of the Move-In Inspection Form. If Tenant chooses to submit their Move-In Inspection Form, the form and any corresponding photos are to be submitted to Landlord no later than 3 business days of move-in. Tenant agrees that should Tenant fail to return Move-In Inspection Form and any corresponding photos within the 3 business days from move-in, Tenant waives all claims of pre-existing conditions not in Landlord's Move-In Inspection Report or written elsewhere in this Agreement and Landlord assumes no pre-existing deficiencies.

40. MOVE-OUT INSPECTION: Tenant must schedule their Move-Out inspection at least two weeks in advance and prior to move-out date and turning-in keys. The Premises must be completely vacated and every attempt to clean thoroughly prior to the inspection should be taken, for there are no follow-up inspections. Should Tenant fail to schedule or appear at the scheduled date and time and conduct a move-out inspection with Landlord, Tenant waives all claims of the results of the inspection performed by Landlord in the absence of Tenant, and the tenant shall be liable for a $75 trip fee if does not appear at scheduled time. Should the tenant fail to have the premises ready for inspection at the scheduled move-out inspection time, the tenant shall be liable for a $75 trip fee. Failure to comply with the above requirements and if the Premises requires cleaning prior to new Tenants, cleaning charges will incur at Tenant's expense. Landlord does not guarantee any costs or estimates given for cleaning and damages identified during the inspection.

41. PETS AND ASSISTANCE ANIMALS: Tenant shall not have any mammals, reptiles, birds, rodents, or animal of any nature on or about the Premises with the exception of:

Breed	Age	Weight	Sex	Name
NO PETS	***NO PETS***	***NO PETS***	***NO PETS***	***NO PETS***
NO PETS	***NO PETS***	***NO PETS***	***NO PETS***	***NO PETS***

This also includes animals of any nature 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) animal(s). **Feeding stray animal and/or wildlife, such as squirrels and birds, is prohibited**. If the Agreement excludes animals, Tenant agrees to pay, retroactive to the beginning of tenancy, $300 per month per unauthorized animal discovered during tenancy or upon move-out and held responsible for the conditions stated below. Landlord may remove an unauthorized animal if one day's prior written notice of intent to remove the animal is left in a conspicuous place on the Premises and Landlord may present the pet over to a humane society or local authority. Tenant acknowledges and agrees to pay an additional non-refundable fee of $***NA*** per pet prior to pet occupancy. Pet cats and dogs under 1 year, as well as the following dog breeds, will require a larger pet fee and pet rent, which varies by property: Pit bulls, Rottweilers, Presa Canario, German Shepherds, Huskies, Malamutes, Dobermans, Chowchows, Akitas, Staffordshire Terriers, Karelian Bear Dog, and any hybrid or mixed breed of one of the aforementioned breeds. Additionally, no poisonous, exotic animals or farm animals, such as tarantulas, piranhas, snakes, iguanas, ferrets, skunks, dingos, wolves, raccoons, rats, rabbits/bunnies, chickens or squirrels shall be allowed in or on the Premises. Tenant understands any additional funds paid are fees and NOT a pet deposit. Tenant assumes all financial responsibility for damaged caused by said animal**. "Pet Rent" is to be paid in addition to normal rent for all pets approved by Landlord in writing. This amount varies from each property and Landlord.** Fish and/or amphibians are the only pets that do not require "Pet Rent" or "Pet Fees". There is no additional fee or pet rent required for Assistance Animals as defined by the Federal Fair Housing Act. Tenant agrees to the following conditions in consideration of the authorization of the pet or Assistance Animal to occupy the Premises: 1) Tenant agrees to keep animals 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. 2) Tenant agrees that Landlord may revoke permission to keep said animal on Premises by giving Tenant written 30 days notice. 3) If the pet is a cat, the cat must be spayed/neutered (Assistance Animals are exempt from this requirement). Tenant must provide and maintain an appropriate litter box. 4) If pet is a bird, the bird shall not be let out of the cage. 5) No animal shall be fed on unprotected carpeting/flooring within the Premises. Tenant shall prevent any fleas or other infestation of the Premises. 6) If the animal becomes annoying, bothersome or in any way a nuisance to other Tenants or to the operation of the community, such behavior shall constitute a breach of the Agreement and may be cause for termination of the Agreement. 7) Permission to keep animal(s) is restricted only to the particular animals(s) described above and does not extend to any other animals without prior written approval. 8) 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. 9) 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. 10) All animals must be properly licensed and inoculated for rabies and all other usual inoculations for that type of animal. 11) Fish tanks, 30 gallons or larger, require Renters Insurance that includes water damage coverage. 12) No animals are to be buried on the Premises. 13) Tenant agrees to be fully responsible for any damage caused to the Premises 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: a) Cleaning up of ALL droppings deposited in the yard by the animal(s) immediately following each incident. b) Filling in any holes in the yard and re-sodding as necessary to restore landscaping to original condition. c) Replacing doors, screens, windows, window coverings, or any other items scratched, torn, damaged or soiled by the animal(s). d) Additional cleaning or replacement at the discretion of the Landlord of any carpeting/flooring that has been damaged, soiled or stained or which has an odor as a result of the animal(s). e) 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).

42. PET REMOVAL: Tenant acknowledges and agrees that the removal of a pet from the premises can only occur at the time of lease renewal. "Pet Rent" will continue to be charged throughout the term of the lease agreement, even if the pet departs the premises prior

to renewal. Upon the removal of a pet, Tenant must provide verification that the pet is no longer on the premises. Acceptable verification may include an inspection conducted at landlord's discretion and/or documentation providing reasonable proof of the pet's passing. Such documentation may include, but is not limited to, a letter from a licensed veterinarian, proof of pet cremation or burial service, or any other credible documentation that the Landlord deems acceptable to confirm the pet's passing.

43. DOG LIABILITY INSURANCE: The following constitutes a list of breeds of animals that shall require the tenant to purchase and maintain liability insurance which specifically covers accidents and incidents related to the breeds listed below in the amount of one hundred thousand dollars ($100,000.00). **Pit bulls, Rottweilers, Presa Canario, German Shepherds, Huskies, Malamutes, Dobermans, Chowchows, Akitas, Staffordshire Terriers, Karelian Bear Dog, and any hybrid or mixed breed of one of the aforementioned breeds.** The Tenant shall be obligated to maintain liability coverage protection during the term of the lease and any subsequent renewal periods and shall list First Rate Property Management as an additional interested party on Tenant's policy. If at any time the policy lapses, cancelled or becomes invalid for any reason, the tenant must present a new policy which meets the above requirements or remove the animal from the premises within 3 days of the lapse in coverage. Tenant is not a coinsured under Owner's own insurance nor a beneficiary thereof. Tenant shall indemnify and hold Owner harmless from any claims, damages, liabilities and expenses (including attorney's fees and costs) for damages or injury to any person or any property occurring within the Premises, or any part thereof, attributed or caused by Tenant's or Tenant's guest's animals, regardless of Owner's insurance.

44. USE OF PREMISES: Premises shall be used as a residence only**. Operating a business from the Premises is prohibited**. The number of occupants is not to exceed the number of persons shown on the application. For purposes of this Agreement, occupancy shall be defined as residing in the Premises 3 days or more in any one-week period. Tenant shall not violate any Federal, State, City, and/or Local Laws, to include any law considered a governmental law in the use of the Premises, commit, waste, annoy, molest, or interfere with any other Tenant or neighbor, and the Conditions, Covenants and Regulation (CC&R's). Tenant may not install or permit any of the following on the Premises, 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.

45. LANDLORD'S PERSONAL PROPERTY: Tenant acknowledges that the below checked personal property have been furnished and are in good working condition and are to remain in the Premises upon termination.

Refrigerator		**Stove/Range/Oven**		**Microwave**		**Sink Disposal**	
Dishwasher		**Washing Machine**		**Clothes Dryer**		**Portable/Wall/Window A/C**	
Water Softener		**Lawn Mower**		**Security System**			

45(A) Tenant agrees to turn off and not operate the following appliances while absent from the Premises: stove/range/oven, microwave, sink disposal, dishwasher, washing machine, and clothes dryer.

46. TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES: Tenant shall be responsible for the following: 1) Pay for damage to Premises as a result of failure to report a problem in a timely manner to include high utility bills as a result of equipment or appliance in need of repair, such as running or leaking plumbing fixture or furnace. 2) Pay Landlord upon demand for costs to repair, replace or rebuild any portion of the Premises damaged, whether through act of negligence by Tenant, Tenant's guests, or invitees. 3) In the event of a "break-in", Tenant shall supply Landlord with a copy of the police report. In the absence of a police report, Landlord will consider any damage caused by alleged break-in to be Tenant caused damage. 4) Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Landlord detailing circumstances of breakage. 5) 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 repairman. 6) Be responsible for damage done by rain or wind as a result of leaving windows or doors open. **7) Refrain from disposing of items including, but not limited to: diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, toys, matches, Q-tips, wipes, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks in any plumbing fixture. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects. 8) Clearing blockages of garbage disposal not caused by mechanical failure. 9) Remove and properly store all holiday decorations within 5 business days of the holiday. 10) Remove garden hoses from exterior hose-bibs/water spigots during cold weather and ensure these fixtures are completely turned off when not in use. 11) Tenant is to purchase and install shower curtain rods with shower curtains and to remove them when they vacate. 12) Clean window and wall AC/heat pump filters at a minimum of every 60 days. If at any time Tenant cannot properly or timely clean the filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely clean the filters is a material breach of this Agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the Premises and/or Wall and Window AC unit. 13) Cleaning or replacing Forced Air System filters every 60 days. 14) Any damaged, lost, stolen or neglected property of the landlord or FRPM will result in a lease violation as well as the cost to replace said property.**

47. UTILITIES: Tenant shall pay for all utilities or any other service desired by Tenant except for _____, which are paid for by Landlord. All other utilities, other than those specifically listed, are to be paid in full by 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 30 days 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 utilities, abandonment, or failure to provide heat when exterior temperatures fall at or 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. In the event utilities are furnished by Landlord, Landlord may require Tenant to pay

for utility(s) directly to Landlord in addition to the rent payment and Tenant agrees to exercise diligence in conserving said utilities, specifically water, and electricity. No keys will be issued to Tenant until the appropriate services are put in Tenant's name and verified by Landlord. When Tenant vacates the Premises, unpaid utility charges will be deducted from the security deposit. Landlord shall not be liable for any damages directly or proximately caused by interruption or failure of utility services. **If Tenant fails to pay all or any portion of utility fees, a violation fee will apply, and such failure shall be deemed a default of this agreement, which can result in termination of tenancy.**

48. KEYS AND CONTROLS: The LANDLORD is to retain keys to the Premises. 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. The Tenant upon occupancy has been given the following keys and controls:

Front Door Keys		**Back Door Keys**		**Garage Door Keys**		**Storage Door Keys**	
Mail Box Keys		**Pool Keys**		**Garage Remotes**		**Laundry Room Keys**	
Parking Permits		**Clubhouse Key**					

Tenant will be charged rent until all keys and controls, as listed above, are surrendered directly to Landlord. (e.g. *Tenant delivered notice to vacate on November 10th for a December 10th move-out. Tenant did not turn in keys until December 15th. Tenant is responsible for all of November's rent and 15 days of December's).* Tenant is not to leave keys in Premises. Tenant agrees to lock all doors and windows during Tenant's absence from Premises. Except under instruction from Landlord or Power Company, Tenant is not to remove fuses or flip breakers into the "OFF" position.

49. LOCK OUTS: Should Tenant lock themselves out, they may hire a Locksmith at the Tenant's expense. If the locksmith is unable to match the key cut, Tenant agrees to provide Landlord with a working copy within three business days. In the event Tenant requests to meet to receive a copy of the Landlord's key at Landlord's Agent's office during normal business hours of Monday-Thursday, 11am-1pm and 2pm-5pm, Tenant agrees to pay a fee of $30. If requested and at Landlord's sole discretion and availability, Landlord's Agent could meet Tenant at the Premises and unlock the door with Landlord's copy of the key and Tenant agrees to pay a fee of $75 at the time of service during normal business hours and $100 during afterhours. There are no guarantees that Landlord's key copy will work.

50. APARTMENT PARKING: All parking is reserved for Tenants only. If parking is assigned, Tenant agrees not to park in any area other than Tenant's assigned parking spot, or carport. 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 they are responsible for ensuring their guests park outside the parking area and Tenant's guest 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 is 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 Tenants and Guests are prohibited from backing any vehicles into any parking spaces and covering any portion of any sidewalk with any part or portion of a vehicle. The only exception will be made during times when Tenant is moving in or out of the Premises.*** **For Tenants residing in a complex that utilize parking permits for parking enforcement acknowledge and understand there is a limit of 2 parking permits per Unit. Co-Signers are not eligible to receive a parking permit. The Parking Permit "hang-tag" is to be clearly displayed in the vehicle by hanging on the rear-view mirror facing outward and visible from the exterior at all times while parked on the Premises. Failure to have the Parking Permit clearly displayed in the vehicle will be deemed a violation of this Agreement and will result in the vehicle being booted or towed at the vehicle owner's expense.** The Tenant acknowledges they have received the parking permit(s), which are to be surrendered directly to the Landlord upon the Tenant vacating the Premises. Tenant understands they will be charged rent until all keys, controls, and parking permits are surrendered directly to the Landlord. Failure to provide the parking permit upon surrendering the Premises to the Landlord will result in a non-refundable $50 replacement fee per parking permit not returned by the Tenant. If Tenant(s) parking permit is lost or stolen, Tenant shall be responsible for contacting the Landlord and purchasing a replacement parking permit for a non-refundable $50 per parking permit. If Tenant(s) parking permit is damaged or broken, the Landlord will replace it for free, but Tenant is responsible for taking all of the broken pieces to the Landlord's office to get a replacement parking permit. All Tenants residing within the Grayling Place Complex hereby acknowledge, understand, and agree that any vehicle not parked in its assigned parking spot with the official Grayling Parking Permit clearly displayed will be towed at Tenant's expense. If Tenants parking pass is lost or stolen, Tenant shall be responsible for contacting the HOA and purchasing a new parking pass. If Tenants parking pass gets damaged or broken, the HOA will replace it for free, but Tenant is responsible for taking all of the broken pieces to HOA office to get a replacement pass.

51. APARTMENT PARKING LOT SPEEDS: If Premises has a parking lot, Tenant agrees to operate any motorized or non-motorized vehicle at a maximum speed of ten (10) miles per hour.

52. BOATS/TRAILERS: Storage of boats, trailers/RVs, or any other vehicles other than those listed on the Rental Application is prohibited, except for those single family homes with designated storage and meets all CC&Rs.

53. VEHICLES: Tenant shall not perform in any business connected with vehicles on the Premises. Vehicles of any kind should not be parked on any area other than the driveway, designated RV access, if applicable, or the street. 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 Premises and will be towed at Tenant's expense. Only those vehicles listed on the Rental Application are authorized on the Premises. Tenant understands and agrees to submit in writing all change in vehicles or vehicle description to Landlord within 5 days of the addition or change. For the purposes of this 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. Vehicles exceeding a one ton payload are prohibited on the Premises. Vehicle washing is not allowed on the Premises, except when Tenant is responsible for the payment of the water bill.

54. 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 Premises, and Tenant assumes all responsibility for the security and safekeeping any such property. Renter's Insurance is strongly recommended.

55. RIGHTS TO ACCESS FOR ENTRY AND INSPECTION: Upon reasonable verbal or written notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 8:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Dwelling to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants, buyers, contractors, insurance agents, and real-estate agents. Landlord, management, and authorized personnel have the right to access all entryways, including but not limited to gated areas leading to front doors, for the purpose of posting official notices required by law or the lease agreement and for exterior inspections. Tenant acknowledges and agrees that such access does not constitute a violation of privacy or trespassing. In addition, Landlord and Landlord's agents may enter the Dwelling at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter the Dwelling and Premises for this purpose. During the last thirty (30) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Dwelling and the Premises to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure animals, keys, jewelry, prescription drugs and other valuables, not leave minors unattended and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. **For each occasion where the access rights described above are denied or needs to be rescheduled due to Tenant non-compliance, Tenant shall pay Landlord the sum of seventy-five dollars ($75) 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, that seventy-five dollars ($75) is a reasonable pre-estimate and not a penalty.**

56. ACCESS FOR REPAIRS: Tenant hereby agrees, requests, and authorizes Landlord to allow maintenance contractors and personnel to check out a key from Landlord to gain access to Premises to make necessary repairs during normal business hours unless otherwise agreed upon with Tenant and contractor. Tenant further agrees that at the time Tenant requests repairs that proper and sufficient notice to gain access to the Premises to make all necessary repairs has been received. If an appointment time is scheduled, tenant must have pets secured and no minors left unattended.

57. REPAIRS AND MALFUNCTIONS: Tenant shall report promptly to Landlord items needing repair. All service or repairs, which fall within the responsibility of Landlord, shall be requested in writing. Tenant shall not make repairs or hire contractors to make repairs. Landlord shall respond to an emergency maintenance request as soon as possible. For the purposes of this 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 to life, such as fire. Non-emergency requests will be scheduled and responded to within one week of notification. If Tenant has not been contacted by a contractor within 3 days, Tenant agrees to contact Landlord immediately. Tenant acknowledges that maintenance repairs are commonly contracted out and are not employees of Landlord and agrees not to hold Landlord responsible if Tenant has not contacted Landlord when contractor fails to communicate or does not keep committed appointment. Tenant agrees to utilize Landlord's Maintenance Frequently Asked Questions at FRPMrentals.com to troubleshoot common problems prior to requesting any maintenance to be performed at the Premises.

58. 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 pick up trash and debris that blows onto or appears on the Premises, no matter the source. Tenant is required to keep yard area free of debris, and to report problems to the Landlord. Tenants with pets are required to clean up after their pet after each incidence. Upon demand, if Tenant fails to cleanup any of the above, Landlord shall hire contractors at Tenant's Expense.

59. POOL/SPA MAINTENANCE: If Premises includes a pool or spa, the below checked condition applies:

_____Tenants are responsible for the care and service of the pool and/or spa/hot tub even if Tenant chooses not to use it. Tenant responsibilities include, but are not limited to: maintaining proper water level, weekly testing and adjusting for proper chemical balance, weekly cleaning of pool and/or spa/hot tub, weekly cleaning of filters and replacement of filters as necessary, proper cleaning and maintenance of covers, ensuring proper power and heating to keep from freezing, and draining as required.

_____Landlord provides pool/spa service. Tenant is required to maintain level of water and promptly report any problems.

_____The Homeowner's Association provides pool/spa service. Tenant is required to promptly report any problems to Landlord.

60. 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 items. 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 and other areas as needed, setting of automatic timers for irrigation/sprinkler system, supplemental hand watering as needed to preserve healthy grass and plant life, raking of leaves,** and report any problems to Landlord. Tenant further agrees to provide bi-monthly photographic updates (every two months) of the front yard, back yard, and any other exterior areas for which Tenant is responsible, upon request by Landlord or Property Manager, for the purpose of verifying ongoing compliance with yard maintenance requirements. Photographs must clearly show the condition of the landscaping and grounds at the time submitted. If Tenant fails to 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 7 days of occupancy and that grounds are in good condition unless otherwise noted in the Tenant's Move-in Inspection Report. The Tenant further agrees to deliver the Premises, 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 is responsible for maintenance of front landscape. Tenant is required to water the landscape, setting of automatic timers for irrigation/sprinkler system, supplemental hand watering as needed to preserve healthy grass and plant life, and reporting problems to Landlord.

_____ Landlord is responsible for maintenance of entire yard to include the scheduling of watering landscape. Tenant agrees to supplemental hand watering as needed to preserve healthy grass and plant life. Tenant agrees to allow Landlord and/or Landscaper reasonable access to any sprinkler control on or in the Premises such as valves and timers.

61. 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 Premises immediately at Tenant's expense. If after receiving a lease violation notice, Tenants fail to remove said items, All Tenants agree to reimburse Landlord the cost to have it removed.

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

63. NO SMOKING: Neither the Tenant, guests, nor any other person shall be allowed to smoke within the dwelling or on the Premises. Tenant agrees to refrain from burning candles or incense, and the use of electronic cigarettes, personal vaporizer, or electronic nicotine delivery system inside the Premises. Any violation shall be deemed a material violation of this Agreement and the tenant agrees to pay $75 for each violation. Tenant understands that smoke from any substance will be considered damage. Damage includes but is not limited to deodorizing, repairing, or replacement of carpet/flooring, wax removal, additional paint preparation, replacing of drapes/blinds, countertops, or any other surface damaged due to burn marks and/or smoke damage. **Tenant agrees to pay a minimum of $100 to ionize the Premises to remove all unwanted odors.**

64. CLEANING: Tenant stipulates 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 and sanitary and free from objectionable odors as determined by Landlord. Tenant shall not mark or deface the walls, woodwork, or any part of the Premises.

65. CARPET/FLOORING CLEANING: Tenant stipulates any carpeted/flooring areas were professionally cleaned upon initial occupancy and free of pet and urine odors and stains. Tenant understands and agrees that walking on dirty and/or soiled carpets/flooring will cause damage and shorten life expectancy and therefore agrees to clean any carpeted/flooring areas as needed and on a regular basis. Landlord will provide professional carpet/flooring cleaning upon vacancy at Tenant's expense. **Costs specifically for professional cleaning of carpets/flooring will be automatically deducted, even if carpets/flooring are replaced.** Carpets/flooring that become excessively soiled or stained will be charged extra. Upon vacancy, Tenant acknowledges that Landlord will hire a specific carpet/flooring cleaning vendor to test the carpets/flooring for urine and **that Landlord shall not honor any receipts of carpet/flooring cleaning and that Landlord will have the carpets/flooring cleaned at Tenants expense with the approved vendor of the Landlord.**

66. SIGNS: No signs of any kind shall be displayed in or on the Premises 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.

67. BICYCLES, SKATES, AND SKATEBOARDS AT APARTMENTS: Skating or riding of bicycles or skateboards is not permitted in the parking area or driveway of Multi-Units because of danger to themselves and others.

68. APARTMENT 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. Bicycles must be stored in any landlord approved areas or within the Premises. Strollers must be stored within the Premises.

69. STORAGE: Tenant agrees not to store gasoline, cleaning solvents, combustibles, oil, antifreeze, batteries, or toxic waste on Premises and properly dispose of said items. **Tenant agrees not to store anything on or within 8 inches from water heaters and furnaces. Tenant agrees not to cover any vents of any kind throughout the Premises and understands that by doing so, can cause the systems not to work properly and may cause damage to the systems and/or create a safety and health risk to the tenant.**. Tenant will be charged for the cost to remove any of the aforementioned items.

70. 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.

71. 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 7:00am. 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 plays musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of this Agreement. Multi-unit Tenants agree to refrain from using noisy appliances, such as washer and dryer, and vacuums 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 5 days. Tenant(s) agree not to move-in or out of Premises during the quiet hours stated herein.

72. BALCONIES/PATIOS/PORCHES: Patios, terraces, balconies, porches, and outside stairwells are designed for additional space and not storage. Storing or displaying on patios, outside stairwells, porches 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, porches, outside stairwells, 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. Exterior doors must always remain clear and accessible, including storage doors and other access doors. **Charcoal Grills or any other type of solid fuel grilling devices are not authorized to be used or stored on the Premises**. A gas grill or smoker may be stored 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 the gas BBQ grill or smoker must be used at a distance no closer than 10 feet from any structure and that Tenant will be held liable for any damage as the result of such storage or use. For the purposes of this lease, the term 'patios/balconies/porches' refers to any outdoor area directly attached to the unit, including but not limited to covered and uncovered spaces, whether located at the front, rear, or side of the unit. Tenants may not store personal items in any exterior areas of the property or any indoor common spaces, except where explicitly permitted in writing by the landlord.

73. CRIME AND 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, nor allow such activity to be take place within or near the Premises, regardless of if the individual is a member of the household or guest. 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 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 Agreement and good cause for termination of tenancy.

74. MEGAN'S LAW DISCLOSURE: Federal and State law requires 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. Tenant hereby acknowledges that Tenant has been provided with the foregoing disclosure and has read and understands the same. Tenant acknowledges that Landlord does not have an affirmative duty to obtain information regarding crime statistics or sex offender registration. Landlord has provided Tenant the applicable telephone numbers and website to use to perform their own due diligence: www.isp.idaho.gov/sor_id/. Ada County Sheriff/Boise Police Department Records division is (208) 577-3000; Meridian Police Department (208) 888-6678; these numbers are provided as a service and maybe subject to change without notice.

75. _____ A) Resident Protection Package with Filter: If Premises includes a Forced Air System, the below checked condition applies: (1) Tenant is responsible for replacing all Forced Air system filters at the property at a minimum of once every 60 days. Filters for the property will be provided by Landlord and will be delivered directly to the property approximately every 60 days. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant does not receive the filters or cannot properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this Agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the Premises and/or Forced Air system. **(2) LIABILITY INSURANCE & INSURANCE INDEMNITY:** Notwithstanding anything in the Agreement to the contrary, Tenant shall indemnify and hold Owner harmless from any claims, damages, liabilities and expenses (including attorney's fees and costs) for damages or injury to any person or any property occurring within the Premises, or any part thereof, attributed or caused by Tenant's or Tenant's guest's actions or inactions. 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 not limited to: cleanup, repairs, and replacement expenses to restore Landlord's Property and Premises to original condition. Common examples are Tenant supplied washing machines that leak causing water damage and Tenant caused fires. It is important the Tenant understands that Landlord's insurance company is not liable for any of the Tenant's personal property. If the provided refrigerator

malfunctions, the Landlord is responsible for the repair costs of the appliance, but not of any food items lost. If a pipe breaks and ruins all of Tenant's possessions, the Landlord is responsible for the repair costs to the home, but not for any of Tenant's personal possessions. The liability coverage provided by the landlord as part of the Resident Protection Package is a property-damage-liability-only program. It is recommended that you obtain supplemental personal property and contents coverage. It is agreed that Owner carries insurance for its own protection; Tenant is not a coinsured under Owner's own insurance nor a beneficiary thereof. Tenant shall be responsible to Owner for all costs of repair for damages as stated herein and in the Agreement regardless of Owner's insurance. **(3) PEST CONTROL:** Landlord will provide pest control solutions through pest control company approved by Landlord. Should tenant need to utilize the services of pest solutions all costs include with inspection and treatment are covered by the pest control company approved by landlord. Tenant will contact the approved pest control company directly. Pest coverage includes: bed bugs, ants, carpenter ants, cockroaches, spiders, clovermites, fleas, earwigs, rats, bees, crickets, mice, wasps, elm seed bugs, gophers, yellow jackets, box elders, hornets, ticks, and wildlife (raccoons, rock chucks, squirrels). Pests excluded from coverage are: termites, birds, mosquitos, flies, voles, and gophers on properties over ½ acre.

_____**B) Resident Protection Package without Filter: (1) LIABILITY INSURANCE & INSURANCE INDEMNITY:** Notwithstanding anything in the Agreement to the contrary, Tenant shall indemnify and hold Owner harmless from any claims, damages, liabilities and expenses (including attorney's fees and costs) for damages or injury to any person or any property occurring within the Premises, or any part thereof, attributed or caused by Tenant's or Tenant's guest's actions or inactions. 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 not limited to: cleanup, repairs, and replacement expenses to restore Landlord's Property and Premises to original condition. Common examples are Tenant supplied washing machines that leak causing water damage and Tenant caused fires. It is important the Tenant understands that Landlord's insurance company is not liable for any of the Tenant's personal property. If the provided refrigerator malfunctions, the Landlord is responsible for the repair costs of the appliance, but not of any food items lost. If a pipe breaks and ruins all of Tenant's possessions, the Landlord is responsible for the repair costs to the home, but not for any of Tenant's personal possessions. The liability coverage provided by the landlord as part of the Resident Protection Package is a property-damage-liability-only program. It is recommended that you obtain supplemental personal property and contents coverage. It is agreed that Owner carries insurance for its own protection; Tenant is not a coinsured under Owner's own insurance nor a beneficiary thereof. Tenant shall be responsible to Owner for all costs of repair for damages as stated herein and in the Agreement regardless of Owner's insurance. **(3) PEST CONTROL:** Landlord will provide pest control solutions through pest control company approved by Landlord. Should tenant need to utilize the services of pest solutions all costs include with inspection and treatment are covered by the pest control company approved by landlord. Tenant will contact the approved pest control company directly. Pest coverage includes: bed bugs, ants, carpenter ants, cockroaches, spiders, clovermites, fleas, earwigs, rats, bees, crickets, mice, wasps, elm seed bugs, gophers, yellow jackets, box elders, hornets, ticks, and wildlife (raccoons, rock chucks, squirrels). Pests excluded from coverage are: termites, birds, mosquitos, flies, voles, and gophers on properties over ½ acre.

All costs of participation as required in this clause shall be paid by Tenant. Tenant agrees to participate in the Landlord's Forced Air Filter Program, Liability Insurance, and Pest Control Service referred to as Resident Protection Program. The Tenant agrees to pay $_____ per month in addition to all other obligations contained within this Agreement. The Resident Protection Program cost shall be paid in addition to rent for purposes of this Agreement.

76. TELEPHONE NUMBERS AND EMPLOYMENT: Tenant agrees to furnish Landlord a home or personal cellular telephone number within two weeks of occupancy. Tenant also agrees to furnish Landlord any change in employment and contact information.

77. CC&Rs AND ASSOCIATIONS: Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decisions of the 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 a $75.00 fee and any fines or charges imposed by the association or other authorities due to any violation by Tenant, or guests of Tenant. Community amenities may be available for Tenant use but are not used as a basis for rent.**

78. 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. Tenant shall not install **mollies, or screws in any surface of the Premises or more than 5 small nail holes per wall. No adhesive, tape, or other fasteners may be installed or otherwise placed on any surface of the Premises, such as refrigerators, walls, any door, exterior siding or woodwork.** 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.

79. _____ REASONABLE ACCOMMODATION is some exception or change 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 hereby requests the following accommodations: _____.

80. _____ 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 hereby requests the following modifications: _____.

81. SATELLITE DISHES/CABLE/INTERNET INSTALLATION: Tenant understands any installation of a satellite

dish/cable/internet requires Landlord's written approval prior to installation. Landlord has provided Tenant with the name and contact information to the ONLY Landlord approved satellite dish installers. Tenant shall pay a $250 fine should anyone other than Landlord's approved satellite dish installer be hired to install the satellite in addition to the costs to re-install/remove the satellite to Landlord's specifications and repair any damages caused by the other installer. Should Tenant desire cable/internet services, a $50 non-refundable fee is to be paid to Landlord and the completion of Landlord's Cable/Internet Authorization Form which is to be presented to the cable/internet installer by Tenant. Tenant shall be responsible for all costs and repairs should the satellite/cable/internet equipment become damaged, such as cut or damaged wires.

82. RISK OF LOSS OF RESIDENT'S PERSONAL PROPERTY: Tenant shall bear the risk of loss of any and all of Tenant's personal property. Resident agrees not to hold Landlord, Landlord's agents and/or employees liable in any manner for or on account of any loss or damages sustained by reasons of the acts or omissions of third parties or arising from any casualty including but not limited to: theft, vandalism, fire, earthquake, wind, water, rain, hail, smoke, explosions, sonic booms, power failures, appliance failures or other causes whatsoever. Landlord shall not be liable for damages or losses to persons or property caused by other residents or persons. Landlord shall not be responsible for any increase in utilities due to breakage or equipment used to restore and repair the Premises. 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.**

83. SECURITY: Tenant acknowledges Landlord is not promising security of any kind. Tenant further acknowledges Landlord does not warrant or guarantee the safety or security of any Tenant, occupant, invitee, guests, or possessions. Tenant acknowledges Landlord does not warrant or guarantee effectiveness of operability of security devices or measures.

84. DESTRUCTION OR INHABITABLE: During Tenant occupancy of the Premises, Landlord shall have the risk of loss to the Premises (but not Tenant's 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 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 Agreement terminated. All rentals due from Tenant during any period the Premises are rendered uninhabitable by reasons of such loss or destruction shall be abated. Landlord reserves the right to terminate the tenancy and Tenant agrees to vacate the Premises in the event Landlord in its sole judgment feels that either there is mold or mildew present in the Premises which may pose a safety or health hazard to Tenant or other persons and/or Tenant actions or inactions are causing a condition which is conducive to mold growth. Tenant will be held responsible for property damage to the Premises and any health problems that may result. Noncompliance includes but is not limited to Tenant's failure to notify Landlord IN WRITING of any moisture accumulation as described within paragraph 87 herein. Violation shall be deemed a material violation under the terms of this Agreement and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity and tenant shall be liable to Landlord for damages sustained to the Premises. Tenant shall hold Landlord harmless for damage or injury to person or property as a result of Tenant's failure to comply with the terms of this Agreement.

85. SMOKE/ CARBON MONOXIDE/ WATER DETECTORS AND FIRE EXTINGUISHERS: Tenant agrees that smoke, carbon monoxide (CO) detectors (for any unit with an attached garage or fossil fuel appliance) have been provided. Landlord does recommend that Tenant purchase their own UL Listed Fire Extinguisher. If Tenant's Premises is equipped with an internal fire extinguisher, Tenant will be responsible to ensure it is in good working order, that it is maintained and care for in conformance with all manufacturer's recommended handling, use and certifications, and that Tenant understands how to properly handle/work said extinguisher. Landlord is not responsible for any internal fire extinguishers or the care, maintenance, or improper use of said extinguishers. Tenant agrees that all smoke and CO detectors are in working order, and henceforth Tenant agrees to: 1) Maintain power to the Premises at all times, 2) Check the operation of the Smoke/CO Detectors monthly, 3) Replace the Smoke/CO Detector batteries as needed, but no less than once every six months, 4) Notify Landlord immediately of any problem, defect, malfunction or failure of the smoke and/or CO detectors, 5) Not tamper with the battery, the detector or any fire extinguisher, or disable in any way which might cause the device to work improperly, 6) Replace the detectors or reimburse Landlord if detectors are damaged in any way. Tenant also agrees that he/she will not tamper with or disable any exterior mounted fire extinguishers, and if an exterior mounted extinguisher is found to be disabled, tampered with or become missing, Tenant will immediately report the condition to Landlord. **Tampering or disabling detectors and/or fire extinguishers will result in a fee of $75.** Carbon Monoxide is produced when a fossil fuel such as gas, oil, kerosene, wood, or charcoal is burned. If appliances are not working properly or are used incorrectly, dangerous levels of CO can result. It cannot be seen or smelled. Only use appliances as they are intended and report any malfunctioning appliance immediately. CO Poisoning Symptoms – At moderate levels occupants can get headaches become dizzy, mentally confused, nauseated, or faint; at elevated levels it can cause death. If you suspect carbon monoxide poisoning seek fresh air and medical attention immediately. Should Tenant ever be concerned about the function of smoke and CO detectors or ever be concerned of gas or CO, Tenant is to call the gas company at 877-777-7442 or 911, and notify Landlord after doing so. Landlord is not responsible for CO poisoning or the proper operation/maintenance of said detectors and/or detection of CO gases. Tenant further agrees and acknowledges that it is tenant's sole responsibility to maintain and detect CO in or around the Premises and to report to Landlord any faulty detector or appliance immediately, and/or the detection of CO gases. Tenant agrees to not tamper or remove the water alarms at the property and to report any alarm noises to landlord immediately. If water alarm was supplied for washer/dryer hookup, tenant agrees to keep the water alarm next to the washer on the floor.

86. NORMAL WEAR AND TEAR DEFINED: According to Idaho State Law, Normal Wear and Tear means the 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 Tenant, their family, or their guests. For the purposes of this agreement, Landlord **DOES NOT consider the following items as normal wear and tear: Mollies/screws installed in walls, more than 5 nail holes per wall, carpet/flooring cleaning, extreme traffic wear of carpet/flooring, torn, burned, or stained carpet/flooring, pet deodorizer, general cleaning, blind cleaning/repair/replacement, window cleaning, replacement of expired light bulbs, replacement of smoke detector batteries, any remote control batteries, thermostat batteries, repainting due to smoke/candle damage, broken toilet tanks, replacement of furnace filters, replacement of used drip pans, or ripped or marked wallpaper.**

87. MOISTURE ACCUMULATION AND MOLD PREVENTION: Tenant shall remove any visible moisture accumulation in or on the Premises, including all walls, windows and sills, floors, ceilings, and bathroom fixtures and agrees to mop up spills and thoroughly dry affected areas promptly after each occurrence. Additionally, Tenant agrees to clean and dry walls and floors around: sinks, bathtubs, showers, toilets, windows, and patio doors using a common household disinfecting cleaner. Tenant agrees to keep climate and moisture in the Premises at reasonable levels and remove and dry any affected areas. Tenant agrees to not take showers without a shower curtain or door in place. Tenant further agrees to: (1) use the exhaust fans in the bathroom(s) when bathing/shower and continue the fans use until all steam and/or moisture has been removed, (2) secure shower doors/curtains while bathing/showering, (3) wipe down bathroom walls and fixtures after bathing/showering, (4) leave bathroom and shower doors/curtains open after use, ((5) use a clothes dryer for wet towels or hang to dry with the exhaust fan on, (6) wipe down any vanities/sink tops, (7) report any leaks under sinks and plumbing fixtures, (8) use kitchen exhaust fans/hoods when cooking, cleaning, and dishwashing and continue the fans use until all steam and/or moisture has been removed, (9) remove any moldy or rotting food, (10) remove garbage regularly (11) not to hang-dry clothes, (12) if washer and dryer hookups are provided, tenant agrees to clean the lint screen after every use and report any issues with venting, and (13) check and report any leaks with washer hoses if applicable, (14) clean, vacuum, and dust regularly, (15) use ceiling fans if present, (16) keep closet, bedroom, and bathroom doors ajar when not in use, (17) not overfill closets or storage areas and to keep stored items and furniture, such as beds and dressers pulled a few inches away from walls to allow moisture to escape and air to move, (18) not to obstruct ventilation ducts for heating and cooling throughout the Premises so that air may move freely throughout the entire Premises, (19) keep exterior doors and windows closed during damp weather, (20) open blinds/curtains to allow light into Premises, (21) avoid excessive indoor plants and water all indoor plants outdoors.

88. NOTIFICATION TO MANAGEMENT OF MOISTURE: Tenant shall promptly notify Landlord in writing of the presence of the following conditions: (1) water leaks, (2) shower/bath/sink/toilet overflows (2) excessive moisture, (3) standing water in or around the Premises and/or any community common area, (4) major spillage, (5) visible or suspected mold that persists after Tenant has tried to remove it using as described above. (6) a malfunction in any parts of the heating, air-conditioning, or ventilation system, refrigerator or dishwasher (7) any and all moisture and musty odors, (8) discoloration of walls, baseboards, doors, window frames, ceilings, (9) any loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops, (10) clothes dryer vent leaks.

89. PESTS: Prior to Tenant move-in, the Premises were inspected and determined to be free of any pest infestation. Tenant is responsible for maintaining normal insect and rodent control. A clean house is the best preventative to common household pests, such as spiders, earwigs, and ants. Tenant hereby (given opportunity) certifies they inspected the Premises at or prior to move-in and did not observe any evidence of any pests, such as rodents, spiders, earwigs, bedbugs, cockroaches, fleas, or ants and hereby stipulates the Premises is free of any pest infestation. Tenant acknowledges that pests can be introduced to the Premises through their personal possessions, especially rodents, cockroaches, bed bugs, and fleas. ***If Tenant experienced a prior infestation, Tenant shall provide Landlord documentation that their dwelling and personal property was treated and certified to be pest free prior to move-in***. The Tenant is responsible for providing pest control such as pest control treatments, traps, or any other remedies to prevent or relieve any possible infestations, and will be at the Tenant's expense. Rodents, Cockroaches, bedbugs, and fleas introduced to the Premises can become an infestation. Tenant must promptly notify Landlord of any known or suspected pest infestations within the Premises as well as any unexpected bites, stings, irritations, or sores believed to be caused by a pest. The Tenant is responsible for charges accrued from pest control and extermination if the Landlord confirms the Tenant introduced the pests and caused an infestation. If Landlord confirms the presence of pests, Tenant agrees to cooperate and coordinate with Landlord and/or Landlord's pest control agents to treat and eliminate the pests. Tenant agrees to follow all directions from Landlord 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 Tenant to vacate the Premises and remove all personal possessions at Tenant's expense. Tenant's failure to cooperate shall be considered to be in default of the Agreement and tenancy may be terminated. Tenant will be responsible for the cost of cleaning and pest control treatments if an infestation is determined during tenancy or upon move out. If Landlord must move other Tenants out 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 property treated by Landlord's approved pest control provider prior to move-in. Landlord strongly encourages Tenant to obtain Renter's Insurance that specifically covers such instances among others.

90. FIREPLACE/CHIMNEY CLEANING: Tenant is responsible and agrees to: 1) keep the area around fireplace clean and clear at all times. 2) Open the flue before making a fire. 3) Never use fireplace without a screen or glass doors in the closed position. 4) Never use more than one log at a time. 5) Never leave fire unattended to include going to bed. 6) Never use lighter fluid or other flammable liquids to light fire. 8) Never burn trash, charcoal, or treated wood. 9) Thoroughly clean and remove 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.

91. WINDOW COVERINGS: Window coverings have been provided. Tenant agrees not to install anything between the existing window coverings and window that can be seen from the exterior, such as stickers, decals, foil, or cardboard. Tenant further agrees that all window coverings are clean and in good condition and that it is the Tenant's responsibility to clean all window coverings throughout the tenancy to include repairs on a regular basis and/or as needed. Upon termination of this tenancy, Tenant agrees and authorizes Landlord to have all draperies and window coverings professionally cleaned at Tenant's expense.

92. 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.**

93. CEILING HEAT: If Premises has ceiling heat, Tenant agrees to never drive any nails, screws, tacks or any object into the ceiling of the Premises.

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

95. MORTGAGE: Tenant agrees that the right of the holder of any present or future mortgage or contract for deed for the Premises is superior to the Landlord's Right and in the event of a foreclosure; the Grantor or Trustee has the right to terminate Landlord's management agreement without notice. In the event of a foreclosure, Tenant understands Landlord may be required to surrender all funds held on behalf of Tenant to the Grantor or Trustee and Tenant hereby agrees to hold Landlord harmless of all claims and to enter into a new Landlord/Tenant relationship with the Grantor or Trustee.

96. 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 Rental Agreement expiration date is greater than 90 days from the time this information is requested and reserves the right to charge a reasonable fee** to the receiving party for providing such disclosure. Tenant understands that the receiving party may impose any such charges incurred back upon the Tenant.

97. The parties agree that, both during the term of this Agreement and at all times thereafter, neither party shall make, publish, or communicate any disparaging or defamatory statements, whether written or oral, about the other party, its affiliates, officers, directors, employees, or agents and the Parties agree not to post any derogatory posts, reviews or comments on any social media, website, google, yelp or any other such platform without reaching out to the other Party first to resolve any concerns. In the event of a breach, the non-breaching party shall be entitled to injunctive relief and any other remedies available at law or in equity.

98. HOLD HARMLESS FOR GUESTS: Tenant agrees to defend, protect, indemnify, and hold harmless the Landlord and Landlord's Agents against all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses including, without limitation, reasonable attorney's fees, costs, and disbursements, brought by Tenant's guests, invitees, or any other person on the Premises with Tenant's permission.

99. 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 no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the Agreement.

100. ATTORNEY FEES: If any legal action 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 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 to enforce Tenant's obligation under this Agreement, whether or not the 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 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.

101. 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.

102. GOVERNING LAW/VENUE: This agreement was entered into and delivered to you in the State of Idaho. Therefore the parties hereto understand and agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Idaho, and the parties hereby waive any objection to the jurisdiction and venue in the State of Idaho with respect or any question or controversy arising out of, or in conjunction with the Agreement or its subject matter. Further, Tenant agreements 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. Tenant and Landlord agree to waive jury trials for eviction proceedings. Tenants also appoint the Secretary of State for Idaho as your agent for service of process.

103. COPIES: Tenant acknowledges receipt of a fully executed Agreement, all addendums and Move-In Inspection Sheet.

104. INTERPRETATION OF CONTRACT:

X _____ I do not need an interpreter and understand and agree to this Agreement in its entirety.

N/A I have provided an interpreter for renting the Premises and interpreting this Agreement. My interpreter's information is as follows:

Name: **Address:** .

Phone Number: **Email:** .

105. LANDLORD IS AN EQUAL OPPORTUNITY HOUSING PROVIDER: Landlord fully complies with the Federal Fair Housing Act. Landlord will not and does not discriminate against any person because of race, color, religion, national origin, sex (gender), disability, familial status, or sexual orientation/gender identity. Landlord shall also comply with all state and local fair housing laws.

106. ADDITIONAL AGREEMENTS: _____

107. ATTACHMENTS: The undersigned Tenant acknowledges by initialing the following attachments to this Agreement are incorporated into this Agreement.

_____ Homeowner's Association Covenants, Conditions, Regulations, and Rules.
(Attached for your guidance only. Landlord does not have control of the CC&Rs and Rules they publish)

_____ Assigned Parking Map
(Attach for your guidance only)

108. SIGN AND DATE: By signing below, Tenant acknowledges receipt of a complete copy of this Agreement with all blanks filled in.

LANDLORD		**TENANT SIGNATURE(S)**	
_____	Date _____	_____	Date _____
_____	Date _____	_____	Date _____
		_____	Date _____
		_____	Date _____
		_____	Date _____

1st Rate Property Management

Tenant and Staff Harassment

It is the policy of First Rate Property Management that harassment or intimidation of a tenant, staff member, or guest, because of that person's race, color, age, religion, sex, sexual orientation, disability, familial status, or national origin, will not be tolerated and could be grounds for termination of tenancy. Harassment is defined as a course of conduct which annoys, threatens, intimidates, alarms, or puts person in fear of their safety.

If you experience or witness what may be discriminatory harassment or intimidation, you are strongly encouraged to report this to First Rate Property Management by calling 208-321-1900 or emailing info@frpmrentals.com. If you feel safe doing so, ask the person doing the harassing to stop the behavior.

If you are the victim of a hate crime such as vandalized property or a threat of harm to yourself or your property, contact your local police department's hate crime unit. **In cases of emergency, such as an immediate threat of bodily harm, call 911.** Then, report the problem to First Rate Property Management. Staff will take your complaint seriously and respond after looking into the matter. If you do not hear back from FRPM within 3 business days regarding the issue, tenant agrees to contact FRPM immediately.

If you believe that the tenant you complained about or any other tenant or guest is treating you badly because you complained about discriminatory harassment or intimidation, report that behavior to FRPM staff immediately. We will not tolerate retaliation by staff or tenants against any tenant who complains of discriminatory harassment or intimidation or against any witness who supports a claim of discriminatory harassment or intimidation.

LANDLORD

_____ Date _____

_____ Date _____

TENANT SIGNATURE(S)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

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