



1251 N Cole Rd, Boise, Idaho 83704
208-321-1900 phone 208-321-1901 fax

RENTAL AGREEMENT FOR STORAGE SPACE

TENANT'S NAME: _____ PHONE: _____

ADDRESS: _____, _____, ID _____

TYPE OF ITEMS STORED: _____ VALUE: _____

DATE RENTED: _____

GARAGE LOCATION: _____

AMOUNT PER MONTH: \$ _____

Current Month Proration	\$
Special	\$
Security Deposit	\$
Admin Fee	\$25.00
TOTAL	\$

1. **RENTAL:** First Rate Property Management, Inc (herein "Agent") hereby rents and leases to the above identified Tenant, and Tenant hereby leases from Agent the above identified storage space for the term and at the rental rate provided for in this lease agreement upon the following terms and conditions.
2. **TERM:** This agreement shall be for a term of MONTH TO MONTH months and shall continue on a month-to-month basis thereafter until terminated by 30 days written notice by either Agent or Tenant, or by mutual agreement of the parties or by the failure of the Tenant to pay the rent when due and payable or to perform any other obligation or duty set forth in this agreement.
3. **RENT:** The monthly rental is payable monthly in advance on the first day of each month, with the first payment, on a prorated basis to the first day of the following month, made concurrently with the execution of this lease agreement, receipt of which is hereby acknowledged. The Tenant is to put the number of the unit on any check tendered for the payment of rent. There shall be no refund on any monthly rental for a lease agreement terminated before the end of the month. 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 \$25.00 plus \$5.00 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. The Tenant agrees that Agent may place a lock on the garage until the balance has been paid in full.
4. **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 calculations are as follows:
5. **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.*)
6. **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.
7. **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).

8. ALLOCATION OF FUNDS: Monies paid by Tenant shall be applied in the following order (1) **Deposit Alternative Fee (if applicable)**, (2) **non-sufficient fund fees, late fees and/or service fees** (3) **Tenant caused billing** (4) **attorney fees** (5) **Tenant caused property damage**, (6) **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.**

9. 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.

10. SECURITY DEPOSIT: Agent hereby acknowledges the receipt of the sum of \$_____ which constitutes a security deposit for the faithful performance of this lease agreement by the Tenant and is in addition to the monthly rental provided for in this agreement. The security deposit will be returned to the Tenant upon faithful performance of this lease agreement within 30 days of the termination of this rental agreement and surrender of the unit by the Tenant.

11. _____ 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 rental beyond normal wear and tear, or for another charges, such as cleaning, legal expenses, costs of collection, loss of rents, late fees, service fees, non-sufficient fund fees, Tenant caused billing, photographs of damage, pest control, or cost to change locks. 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 Easy Entry Fee.

12. RENTAL VIOLATION/SERVICE FEES: Tenant agrees to pay \$40 for each notice delivered to the Premises by Landlord for eviction or notice for a Rental Violation.

13. 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.**

14. 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.

15. 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.

16. NOTICE: Any notice, demand, or communication under or in connection with this Rental Agreement which either party desires or is required to give the other shall be service in writing and shall be sent by prepaid first-class registered or certified mail addressed to the respective party at such party's address above described.

17. 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.).

18. 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.

19. USE: The Tenant has inspected the unit and Tenant accepts the unit in its present condition. The Tenant shall use the unit only for the storage of personal property, which may be stored for any lawful purpose and in the possession of the Tenant through lawful means. The Tenant expressly shall not have the right to store any items that the Tenant possesses illegally or which are items that are unlawful to be possessed by the Tenant. Further, the Tenant agrees that the Tenant shall not maintain any business, operate any machinery, or use the unit for any residential purposes or commercial, industrial, or retail, or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The unit is intended for the sole and exclusive use of the storage of property owned or lawfully in the possession of the Tenant. The Tenant agrees not to remove his property as long as any monthly rental is due but not paid and shall not assign or sublet the unit without the written consent of Agent.

20. LIEN: PURSUANT TO IDAHO CODE 55-2301 THROUGH 2307, AGENT SHALL HAVE A LIEN ON ALL PERSONAL PROPERTY STORED WITHIN THE UNIT FOR RENT, LABOR, OR OTHER CHARGES. PRESENT OR FUTURE, AND FOR EXPENSES REASONABLY INCURRED IN ENFORCING THE LIEN, AND THAT THE PROPERTY IN THE UNIT MAY BE SOLD TO SATISFY THE LIEN IF THE TENANT FAILS TO PERFORM, ON TIME, ANY OBLIGATIONS OR DUTY SET FORTH IN THIS AGREEMENT.

OTHER INTEREST IN PROPERTY:

_____ (Initial if the property is subject to the interest of a lienholder or a secured party).

The Tenant states that the following lienholders or secured parties have an interest in the following articles of property:

(1) _____
(NAME AND ADDRESS OF LIENHOLDER/SECURED PARTY)

(DESCRIPTION OF PROPERTY)

(2) _____
(NAME AND ADDRESS OF LIENHOLDER/SECURED PARTY)

(DESCRIPTION OF PROPERTY)

21. TENANT'S INSURANCE: AGENT WILL NOT INSURE THE TENANT'S PERSONAL PROPERTY STORED IN THE UNIT. IT IS THE TENANT'S SOLE OBLIGATION TO OBTAIN INSURANCE ON THE PROPERTY STORED ON THE UNIT.

22. CARE: The exclusive care, custody and control of all property stored in the unit shall be in the Tenant's until a lien sale under the provisions of Idaho Code 55-2306. If the Tenant desires to keep the unit locked, the Customer must provide his own lock and key and be fully responsible for possession of the key.

23. LIABILITY/INDEMNIFICATION: The Tenant agrees to hold harmless Agent for any loss or injury to the Tenant or representatives of the Tenant. The Tenant shall indemnify Agent against any liability, expense or damage incurred by the Tenant, other tenant, employees or other persons on Agent's property arising out of or in any way connected with Tenant's use of the unit. The Tenant and any person representing the Tenant agrees to indemnify Agent or anyone representing Agent and shall not be liable to the Tenant for any death, loss, damage or injury to the Tenant, his representatives, or property as a result of the use of the unit or other storage and Agent and its representatives for any loss or damage to the Tenant's property.

24. CASUALTY: In the event the demised premises shall be damaged by fire or other casualty during the term of this agreement, whereby the demised premises shall be rendered untenable, either Agent or the Tenant may cancel this agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of the fire or casualty, and the Tenant in possession of the demised premises shall be held harmless by lessor for damage to the demised premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the acts or conduct of Tenant, Tenant's licensees, or invitees.

25. 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. 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.

26. 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.

27. KEYS: 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:**

Entry Keys:		Garage remote:		Garage Door Keys:	
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	Yes	No
Tenant must provide own lock:		

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.

28. 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.

29. 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.

30. 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. 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 forty dollars (\$40) 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 forty dollars (\$40) is a reasonable pre-estimate and not a penalty.**

31. 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.

32. 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.

33. MAINTENANCE: The Tenant shall not make or allow any alterations to the unit without the written consent of Agent. The Tenant shall keep and maintain the unit in a clean and sanitary condition and shall not permit the accumulation of rubbish, liquid waste, or refuse in the unit or to store any items outside the unit. The Tenant shall not store any live animals, explosives, gasoline, or other flammable materials, perishables, or hazardous substances or dangerous materials or illegal drugs in the unit, and shall, at the termination of

this agreement, leave the unit in broom clean condition.

34. 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, 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.**

35. 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.

36. 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.

37. 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 \$65.00 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.**

38. 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 or possessions. Tenant acknowledges Landlord does not warrant or guarantee effectiveness of operability of security devices or measures.

39. NOTIFICATION TO MANAGEMENT OF MOISTURE: Tenant shall promptly notify Landlord in writing of the presence of the following conditions: (1) water leaks, (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 (7) any and all moisture and musty odors, (8) discoloration of walls, baseboards, doors, window frames, ceilings.

40. 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.

41. 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.

42. 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.

43. ATTORNEY'S FEES: The Tenant agrees to pay all costs and expenses, including attorney's fees as permitted by law, incurred by lessor in enforcing any of the terms provisions, covenants, and indemnities provided herein.

44. 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.

45. GOVERNING LAW: It is agreed that this rental agreement shall be governed by, construed, and enforced on accordance with the laws of the State of Idaho.

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

47. 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: _____

48. 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)

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

LANDLORD:

TENANT(S):

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

SAMPLE