

# RENTAL/LEASE AGREEMENT

## THAT REVERTS TO A MONTH TO MONTH AGREEMENT AT END OF LEASE TERM

**THIS AGREEMENT** is made and entered into on 02/09/11, by and between BEDARD FIRST, INC, dba CAPITAL FIRST MANAGEMENT, herein known as "Landlord", and ~~~~~ herein known as "Tenant".

**1. AGENT:** Tenant understands Capital First is the acting agent of the "Owner", the Landlord. This Rental/Lease Agreement shall be binding if management of the property is transferred to the Landlord, or any agent procured by the Landlord.

**2. PREMISES:** Landlord rents to the Tenant, and the Tenant rents from the Landlord, the "Premises" known as:

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**3. TERM OF TENANCY:** Tenant agrees to rent for a minimum of Twelve months from 0/00/0000 to 0/00/0000 at a rate of \$0.00 per month, in addition to \$0.00 per month for n/a. Thereafter, this Rental/Lease Agreement will become a month to month tenancy, is based upon the same terms and conditions stated herein, and rent will continue at \$0.00 per month, unless modified in writing.

**4. NOTICE:** Notice can be served on Landlord and/or Landlord's Agent at Capital First or any address designated by Landlord or Landlord's Agent. Notice begins on the day notice is received by Landlord or Landlord's Agent. Notice must be in writing and include the Tenant's full address and current phone number. Tenant can give notice by postal service, personal delivery, email or facsimile. Except as prohibited by law, or as set forth in paragraph herein, either party may cancel this agreement by service upon the other with a written thirty (30) day notice of termination of tenancy. Therefore, a

Thirty (30) Day Notice to Vacate can be given by either party on 01/30/12 or thereafter. Any holding over thereafter shall result in Tenant being liable to Landlord for "rental damages" at the fair market value. Tenant is responsible for payment of rent during the 30 day notice period.

**5. HOLDOVER WITH PENALTY:** If Tenant holds over (extends) beyond a proper Thirty (30) Day Notice to Vacate has been given, or beyond a different move out date agreed upon by both parties in writing, and Landlord does not authorize the holdover, rent for the holdover period shall be increased by twenty-five percent (25%) of the then-existing rental rate. Holdover rents shall be due and payable in advance.

**6. RENT:** Rent is due, in advance, on the first (1<sup>st</sup>) day of each month - *no exceptions*.

**7. PAYMENT OF RENT:** Rent is payable to Capital First Management (208)378-1616, 1070 N Cole Rd Boise, Id 83704 or any agent or address designated by Landlord. Rents are to be paid by check, cashier's check, or money order. Post dated checks, two party checks and third party checks will not be accepted. If payment is by check, the check must be from one of the Tenants signed on this Rental/Lease Agreement. Only one check will be accepted for payment of rent each month, regardless of the number of Tenants. If Tenant submits an NSF check, Landlord has the option to require Tenant to pay all future payments in cashier's check or money order.

**8. LATE RENTS & FEES:** Rents are due on the first (1<sup>st</sup>) day of each month and is not deemed to be paid unless received by Landlord or Landlord's Agent. Prorated rents are due prior to the start of any tenancy. Depositing rent in the mail after the first (1<sup>st</sup>) of the month is not considered timely payment, nor are postage delays and delays due to holidays, which are still considered the Tenant's responsibility. Rent paid after the fifth (5<sup>th</sup>) of the month must be paid by cashier's check or money order. Late rent can incur the following fees:

- **Late fee:** If rent is not received by the fifth (5<sup>th</sup>) of the month, a one hundred fifty dollar s(\$150.00) late fee is due.
- **Service fee:** If rent is received late and the Landlord or Landlord's Agent serves a Three (3) Day Notice to Pay or Quit to obtain the rent, then an additional fifty dollars (\$50.00) is due for serving or preparing the notice, as well as the one hundred fifty dollar (\$150.00) late fee. Therefore, two hundred dollars (\$200.00) will be due. The Tenant will NOT receive a call to remind them to pay their rent, or that their rent is late, prior to serving the notice.
- **NSF Fee:** If the rent or any funds which are received from the Tenant do not clear the bank, the Tenant will be required to reimburse the funds in cash, cashier's check or money order. There will be a fifty dollar (\$50.00) Non-Sufficient Funds fee as well as a one hundred fifty dollar (\$150.00) late fee due, totaling two hundred dollars (\$200.00). If the Tenant does not reimburse the funds within one (1) business day, the Tenant will be served a Three (3) Day Notice to Pay or Quit, which will incur a fifty dollar (\$50.00) Non-Sufficient Funds fee, a one hundred fifty dollars (\$150.00) late fee, a fifty dollar (\$50.00) service fee, and the fees will total two hundred fifty dollars (\$250.00). Checks will NOT be put back through the bank, and all funds must be reimbursed in cashier's check or money order to the Landlord or Landlord's Agent's office. Another personal check will NOT be accepted, there are not exceptions.

**9. SECURITY DEPOSIT:** The Tenant shall deposit with the Landlord as a Security/Rent/Inspection deposit, the sum of \$00.00 payable prior to occupancy. Tenant cannot use the security deposit at any time during occupancy or the term of the lease for payment of rent. Rent must be paid in full during the occupancy and lease of the property. The Landlord or Landlord's Agent shall furnish, no later than thirty (30) days after the lease has expired and the Tenant has vacated the Premises, an itemized written statement for the security deposit. This statement shall contain the amount of any security deposit refunded to the Tenant. Landlord may use (withhold) of the security deposit any damages, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in Rental/Lease Agreement, loss of rents, late fees, service fees, non-sufficient funds fees, Tenant caused billings, photographs of damage, pest control foggers, and change of locks if keys issued are not returned or if Tenant provides an unauthorized person with any key to the property. One hundred dollars (\$100.00) is specifically withheld for the final inspection completed upon vacating the property. Landlord will provide carpet cleaning upon vacancy at the expense of the Tenant.

**TENANT ACKNOWLEDGES** the security deposit listed in this Rental/Lease Agreement is held by the Landlord or Landlord's Agent. If the deposit was transferred from a previous lease not of Capital First, the Tenant acknowledges that the refund should be pursued directly from the prior Landlord or Owner. Tenant acknowledges and agrees that the security deposit cannot be used at any time for the payment of rent. Tenant understands that if the security deposit was increased at any time during tenancy due to permission to have a pet on the Premises, the increase in the deposit is NOT a pet deposit, but is added into the security deposit previously defined in this Rental/Lease Agreement. Tenant also acknowledges that the security deposit will not be refunded until after vacancy, and the security deposit will be endorsed to all current Tenants on the Rental/Lease Agreement. No portion of the security deposit will be refunded if one or more roommates give Notice to Vacate prior to lease expiration and are no longer on the Rental/Lease Agreement. Such amounts that he/she believes are owed to him/her must be worked out between the roommates themselves. The security deposit will only be refunded when the Premises is completely vacated and Capital First is in full possession of the Premises.

{ The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_ }

**10. UTILITIES:** Tenant shall pay for all utilities such as electric, gas, cable, telephone, or any other services desired by Tenant, except for

**Water, Sewer, Trash** which is paid for by Landlord.

**WITHIN FIVE (5) DAYS OF OCCUPANCY** Tenant is to notify all utility companies for which they are responsible for payment and transfer the billing information into their name. Tenant will be assessed a twenty-five dollar (\$25.00) fee for each bill or notice received by Landlord.

**11. PAYMENT PRIOR TO OCCUPANCY:**

|                              | Total due       | Amount Rec'd    | Balance due     |               |
|------------------------------|-----------------|-----------------|-----------------|---------------|
| Security Deposit             | \$ 00.00        | \$ 00.00        | \$ 00.00        | ( ) Deposits  |
| Key / Remote Deposit         | \$ 00.00        | \$ 0.00         | \$ 00.00        | received with |
| Re-key fee                   | \$ 00.00        | \$ 0.00         | \$ 00.00        | prior lease   |
| Rent: <b>2/11 to 2/28/11</b> | \$ 00.00        | \$ 0.00         | \$ 00.00        |               |
| Other: <b>LMR</b>            | \$ 00.00        | \$ 0.00         | \$ 00.00        |               |
| <b>TOTAL</b>                 | <b>\$ 00.00</b> | <b>\$ 00.00</b> | <b>\$ 00.00</b> |               |

**12. APPLICATION OF FUNDS:** Monies paid by the Tenant shall be applied in the following order: 1) Tenant caused billings, 2) Non-sufficient fund fees, late fees, and/or service fees, 3) Past due utilities, 4) Attorneys fees, 5) Tenant caused property damage, 6) Past due rent (oldest month to newest), and as set forth in Paragraph 8 of this Rental/Lease Agreement.

**13. OCCUPANTS:** The Premises shall be occupied by only the following named persons. Occupancy by anyone other than the following named persons for more than 10 nights shall constitute a breach of this Agreement, unless prior consent is obtained in writing by Landlord as set forth in paragraph 15 of this Rental/Lease Agreement.

|       |       |       |
|-------|-------|-------|
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**14. JOINT AND SEVERAL LIABILITY:** All of the undersigned Tenant(s), whether or not in actual possession of the Premises, are jointly and severally liable for all obligations under this Rental/Lease Agreement, and shall indemnify Landlord for liability arising prior to the termination of the Rental/Lease Agreement for personal injuries or property damage, caused or permitted by Tenant(s), their guests, and invitees. This does not waive Landlord's "duty of care" to prevent personal injury or property damage where that duty is imposed by law.

**15. ASSIGNMENT AND SUBLETTING:** The undersigned Tenant(s), agree and understand they are NOT to sublet any portion of the property in which they have entered into agreement under the terms of this Rental/Lease Agreement. Each roommate named on this Rental/Lease Agreement is bound for the term of the lease. The person(s) who originally signed the agreement will be liable for all unpaid rents and damages through the lease term. In the event that any Tenant wishes to vacate and be replaced by another, or the Tenant(s) wish to have another person or persons reside in the property, they must abide by the following:

- They must first contact the Landlord or Landlord's Agent and submit in writing any request for another person to reside in the property. If the person desired is eighteen (18) years of age or older, they must complete a Rental Application, pay the application fee, and complete the processing of the application. This will be submitted to the Landlord for approval.
- The Tenant must abide by the decision of the Landlord whether another person or persons may be added to the Rental/Lease Agreement.
- If the proposed person is approved, they must then complete the necessary forms to be added to the Rental/Lease Agreement, at a fee of fifty dollars (\$50.00). The original walk through inspection of this Rental/Lease Agreement will prevail.
- The Landlord or Landlord's Agent can request a walk through inspection of the property.

Tenant understands that only after the above conditions have been met and a new Rental/Lease Agreement has been signed, will a departing Tenant be released from any further obligation on the contract. If no approved applicant is found, the original Tenant(s) will remain on the lease for the whole contract.

**16. PETS:** The Tenant shall not have any animals, birds, or pets of any nature on or about the Premises with the exception of:

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the animals, birds, or pets 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 animals, birds, or pets of any nature. Tenant agrees to keep said pet(s) under control at all times and obey all city ordinances relating to the keeping of pets, as well as any and all condominium and/or subdivision rules which may apply. Tenant agrees Landlord shall have the right to procure cleaning and deodorization as a result of the pet(s) at Tenant's expense and Tenant agrees that the resulting charges may be deducted from their security deposit. Tenant agrees to be fully responsible for any damage caused to the property by the pet(s) and for any and all wear and tear resulting, and agrees to fully compensate the Landlord for any and all such damage or additional wear and tear including but not limited to:

- Cleaning up 100% of any droppings deposited in the yard by the pet(s) daily.
- Filling in any holes in the yard and re-sodding as necessary to restore the yard and lawn to original condition.
- Replacing doors, screens, windows, or any other items scratched, torn, damaged or soiled by the pet(s).
- Additional cleaning or replacement, at the discretion of the Landlord, of any carpeting that has been damaged, soiled, stained or which has an odor as a result of the pet(s).
- Deodorizing and disinfecting any floor, wall or other surface which may be stained or have an odor as a result of the pet(s).

Tenant acknowledges and agrees to this paragraph. Tenant agrees to pay any additional increase to the security deposit required by Landlord or Landlord's Agent. Tenant understands that any additional funds paid are an increase to the security deposit and NOT a pet deposit. Tenant acknowledges that forty-five dollars (\$45.00) of their security deposit will be specifically withheld for inspection of the carpets for pet stains and/or damages. Tenant agrees to the terms of the following paragraph in the event that an unauthorized pet is discovered on the Premises.

This Rental/Lease Agreement excludes pets. Tenant agrees to pay, retroactive to the beginning of tenancy, one hundred dollars (\$100.00) per month per pet for unauthorized pets, and will be held responsible for any damage caused to the property by the pet(s) which would include but is not limited to wear and tear resulting from the unauthorized pet(s). Landlord may remove an unauthorized pet if one (1) day's prior written notice of intent to remove the pet is left in a conspicuous place at the property, and Landlord may present the pet to a humane society or local authority.

**17. CONDITION:** The Tenant has received an inspection report to complete describing the condition of the property prior to move in. Tenant understands the inspection report becomes part of the rental file and is to be returned to Landlord within five (5) days of signing this Rental/Lease Agreement, otherwise Tenant accepts the unit as is, and may be responsible for any damages or cleaning issues.

**18. KEYS AND CONTROLS:** The Landlord and/or Landlord's Agent is to retain keys to the property at all times.

\_\_\_\_\_ New locks were installed prior to move in.

\_\_\_\_\_ Tenant has the option at their own cost for new locks to be installed prior to move in.

If the Tenant options or causes a lock change, Tenant shall furnish within five (5) working days, a new set of keys or the cost of the lock change to Landlord and/or Landlord's Agent. The locks within the property must be re-keyed with the same type of lock set. If Tenant does not furnish the keys upon changing or vacancy, Tenant agrees to pay the cost of re-keying the property, and/or the cost of any lost keys or controls listed below which have been furnished to Tenant. Capital First is not to be held responsible should Tenant option not to have the locks changed prior to move in. If Tenant's length of residency is less than twelve (12) months, Landlord will re-key the property upon vacancy, at Tenant's expense, and Tenant will pay the \$75.00 (seventy-five dollar) cost to re-key, prior to signing the lease. The Tenant, upon occupancy, has been given the following keys & controls:

|              |     |                  |     |            |
|--------------|-----|------------------|-----|------------|
| House Keys   | n/a | Garage door keys | n/a | Other: n/a |
| Mailbox Keys | n/a | Pool Gate Key    | n/a | Other: n/a |

**19. VEHICLES AND PARKING:** Tenant shall not perform any business connected with vehicles on the Premises. Vehicles of any kind should not be parked in any area other than the driveway, designated parking space, RV access (if applicable), or the street. Vehicle and engine repairs, no matter how minor, must be made within the allotted parking space. Vehicles leaking oil or gasoline must be removed from Premises until repaired. Vehicles in obvious disrepair, inoperative or unregistered are not to be parked on or in front of the Premises, and will be towed at the Tenant's expense. Tenant agrees to notify the Landlord of any illegal or unauthorized vehicle(s). Vehicle washing is not allowed on the Premises, except when the Tenant is responsible for the payment of the water bill.

\_\_\_\_\_ Parking is private or unassigned and on a first come, first serve basis.

\_\_\_\_\_ Parking is assigned. Tenant agrees not to park in any area other than Tenant's assigned parking spot or carport number. Tenant understands that all parking is reserved for Tenant use only. Tenant agrees and understands that they are responsible for ensuring that their guests park outside the parking area and that Tenant's guests understand that their car may be towed if parked on the Premises. If Tenants have more than two vehicles, additional vehicles need to find alternate parking outside of the provided parking area. 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(s) at Tenant's expense. Tenant agrees to operate any motorized or non-motorized vehicle at a maximum speed of ten (10) miles per hour through the parking lot/area.

\_\_\_\_\_ Parking is handled as follows: \_\_\_\_\_

**20. INSURANCE:** Tenant is to provide their own insurance for their possessions both inside and outside of the residence. The Landlord shall not be liable for damages or losses to persons or property caused by other residents or persons. Landlord shall not be liable for personal injury or damage, or loss of Tenant's personal property due to theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, or other causes whatsoever unless the same is due to negligence of the Landlord.

\_\_\_\_\_ Tenant is aware they are responsible for providing insurance for their personal possessions or vehicles and the Landlord's insurance will not cover their possessions or vehicles, including flood, fire, or any other cause.

**21. USE OF PREMISES:** Premises shall be used as a residence only. Operating a business from the Premises is prohibited. Tenant shall not violate any governmental law in the use of the Premises, commit waste or nuisance, annoy, molest, or interfere with any other Tenant or neighbor.

**22. ENTRY AND INSPECTION:** Landlord or Landlord's Agent has the right to enter the Premises to make necessary repairs, alterations, to show to prospective Landlords or Tenants, and to inspect the Premises with a twenty-four (24) hour notice. The Landlord/Agent reserves the right to visit the property within the first ninety (90) days of occupancy and every six (6) months thereafter to determine any needed maintenance or review any issues related to the property and/or its Tenant. The Landlord/Agent will notify the Tenant in advance of the necessity to visit the property for this purpose. During the last thirty (30) days of occupancy, Tenant authorizes the Landlord to inspect the property, place a "FOR RENT" sign on the property, and to show the property to prospective Tenants.

**23. TELEPHONE NUMBERS & EMPLOYMENT:** Tenant agrees to furnish to Landlord, or Landlord's Agent, a current and permanent telephone number within two (2) weeks of occupancy. Tenant also agrees to furnish to Landlord, or Landlord's Agent, any change in employment and employment telephone numbers.

**24. BREACH OF CONTRACT:** In the event the Tenant breaches this Rental/Lease Agreement within the lease period of the Agreement by failing to occupy the Premises, by moving out prior to lease expiration, by failing to pay rents as required in the Rental/Lease Agreement, or is evicted due to a violation of the Rental/Lease Agreement, Tenant agrees to reimburse Landlord for all costs incurred as a result of the breach. Such costs may include, but are not limited to: costs of re-renting the Premises, advertising fees, lost rents, utilities, attorney's fees and the rent-up fee equal to one half of one month's rent paid by Landlord to the Landlord's Agent. This is an addition to any and all rights to withhold any costs as covered in Paragraph 9 of this Rental/Lease Agreement.

**25. ABANDONMENT:** Abandonment shall have occurred if 1) without notifying Landlord, Tenant is absent from the unit for seven (7) days while rent is due and owing, even though Tenant's possessions (all or part) may remain on the Premises; 2) without notifying Landlord, Tenant is absent one (1) day while rent is due and owing and the Tenant's possessions have been removed from the Premises, and/or utilities have been cancelled in Tenant's name. If Tenant abandons the Premises, the Landlord may re-take possession of the Premises and attempt to rent it at fair market value. If Tenant has left personal property in/on the Premises, the Landlord may remove it to storage and attempt to notify the Tenant of this action. The Tenant may claim said personal property by paying moving and storage charges (moving rate shall be fifty dollars (\$50.00) per hour and storage shall be at a rate of five dollars (\$5.00) per day) in addition to any other charges due and owing. If the Tenant fails to claim said personal property within thirty (30) days of removal from the Premises, the Landlord may dispose of (at Landlord's discretion) the personal property, and apply any proceeds toward any amount the Tenant may owe. Personal property left on the Premises after Tenant has relinquished tenancy shall be deemed abandoned and may be disposed of as Landlord deems appropriate.

{ The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_ }

{ Rental /Lease Agreement dated 02/11/11, with Tenant(s) ~~~~~ }

**26. RULES AND REGULATIONS:** Tenant agrees to comply with all Covenants, Conditions, and Restrictions, bylaws, rules, regulations, and decisions of Landlord's Association or Landlord, which are at anytime posted on the Premises or delivered to the Tenant. Tenant shall pay any fines or charges imposed by Landlord's Association or other authorities due to any violation by the Tenant, or the guests or licensees of the Tenant. There will be a Breach of Lease notice served for any violation of this Rental/Lease Agreement, or any other rules or conditions applicable to the Premises, and a thirty dollar (\$30.00) fee will be charged for service of the notice. The guests and licensees of Tenant shall not disturb, annoy, endanger, or interfere with other Tenants of the building or neighbors, or use the Premises for any unlawful purposes, including but not limited to: using, manufacturing, selling, storing or transporting illicit drugs or other contraband, violate any law or ordinance, or commit waste or a nuisance on or about the Premises.

**27. HOMEOWNERS ASSOCIATIONS:**

\_\_\_\_\_ Tenant agrees to abide by the Homeowners Association, N/A  
The rules and regulations for this Association are specified in the attachment of this Rental/Lease Agreement and Tenant acknowledges a copy of these Covenants, Conditions, and Restrictions.

\_\_\_\_\_ Tenant is not supplied with Homeowners Association rules & regulations because there is not a formal association valuable to this property. However, all CC&Rs regulating the property in the County still apply.

**28. 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 or Landlord's Agent's prior written consent. Tenant shall notify Landlord, in writing, of any repairs or alterations contemplated. Decorations include, but are not limited to: painting, wallpapering, or hanging of murals or posters. Tenant shall hold Landlord harmless as to any mechanics' lien, recordation, or proceeding caused by Tenant and agrees to indemnify Landlord and/or Landlord's Agent in the event of any such claim or proceeding.

**29. SATELLITE DISHES:**

\_\_\_\_\_ Tenant understands that any installation of a satellite dish/cable requires Landlord approval prior to installation and that installation must be done by a professional. Any equipment attached to buildings is not allowed and could result in a fine of up to five hundred dollars (\$500.00) in addition to all repairs necessary to restore the building to its original condition. Free standing poles in flowerbeds may be allowed with written permission from the Landlord. Prior to authorization of the install of a satellite dish, an increase to the security deposit of fifty dollars (\$50.00) must be paid by Tenant.

**30. SMOKE DETECTORS:** Tenant acknowledges and agrees to locate the smoke detectors in the property. Tenant agrees to test the detectors within five (5) days of move in, and again at least once per week. If the detector is battery powered, Tenant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Tenant agrees to inform the Landlord immediately of any malfunction. Upon termination of this tenancy, Landlord will replace all expired or missing smoke detectors and/or batteries at the Tenant's expense.

**31. NO SMOKING:** Neither the Tenant(s), guests, nor any other person shall be allowed to smoke in the Premises. Tenant also agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of the Rental/Lease Agreement. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to: deodorizing carpet, wax removal, additional paint preparation, replacement of drapes, repair or replacement of carpet, countertops, or any other surface damaged due to burn marks and/or smoke damage. Tenant agrees to pay fifty dollars (\$50.00) per day to ionize the Premises to remove any unwanted odors.

**32. MOISTURE AND MOLD:** To minimize the occurrence and growth of mold in the Premises, Tenant(s) agree to the following:

- **Moisture Accumulation:** Tenant(s) shall remove any visible moisture accumulation in or on the Premises, including on the walls, windows, floors, ceilings and bathroom fixtures. Tenant(s) shall mop up spills and thoroughly dry affected area as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Premises at reasonable levels.
- **Cleanliness:** Tenant(s) shall clean and dust the Premises regularly, and shall keep the Premises, particularly the kitchen and bath, clean.
- **Notification of Management:** Tenant(s) shall promptly notify Landlord, in writing, of the presence of any of the following conditions:
  - a) A water leak, excessive moisture, or standing water inside the Premises.
  - b) A water leak, excessive moisture, or standing water in any community common area.
  - c) Mold growth in or on the Premises that persists after Tenant has tried several times to remove it with a household cleaning solution such as a combination of water and bleach.
  - d) A malfunction in any part of the heating, air conditioning, or ventilation system in the Premises.

\_\_\_\_\_ Tenant acknowledges and agrees to this paragraph. Tenant will be liable to Landlord for damages sustained to the Premises or to Tenant's person or property as a result of Tenant's failure to comply with the above terms. Tenant understands that failure to comply shall be deemed a material violation under the terms of this Rental/Lease Agreement, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

**33. LEAD BASED PAINT:**

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

\_\_\_\_\_ The property was built prior to 1978 and Tenant is hereby notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. The Landlord or Landlord's Agent has no knowledge of lead-based paint and/or lead based paint hazards in the Premises.

**34. APPLIANCES:** The following appliance(s) are located at the property: Oven/range, refrigerator, washer/dryer hook up, A/C.

\_\_\_\_\_ This/these appliances are personal property which have been left at the Premises for your convenience. Should one or more of these appliances need repair or any maintenance, Capital First will not be responsible for the cost of such repairs/maintenance. The Tenant may have the appliance(s) repaired at their own cost. The appliance(s) must be left in the same working condition when the Tenant vacates the property. The Tenant will assume the cost of maintenance and/or repairing the appliance(s) if it/they are non-working or needing repair/maintenance upon vacating the property.

\_\_\_\_\_ All appliances located at the property are considered a part of the property and are warranted as such. Any repairs or maintenance must be requested in writing and will be handled in accordance with section 36 of this Rental/Lease Agreement.

{ The following Tenant initials acknowledge receipt and review of this page: \_\_\_\_\_ }

**35. TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES:** Tenant shall be responsible for the following:

- Keeping the property clean and sanitary inside and out, in good order and condition, and shall not mar or deface the walls, woodwork, or any part of the Premises.
- Removing any visible moisture accumulation in or on the leased Premises, including on the walls, windows, floors, ceilings, and bathroom fixtures; mopping up spills and thoroughly drying affected areas as soon as possible after occurrence; using exhaust fans in kitchen and bathroom when necessary; and keeping the climate & moisture inside the Premises at reasonable levels.
- Refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks in any household drains. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects.
- Reporting to Landlord or Landlord's Agent, in writing, of the presence of a water leak, excessive moisture, standing water, or mold growth that persists after tenant has tried several times to remove it with a bleach/water solution.
- Paying for damage to property as a result of failure to report a problem in a timely manner.
- Paying Landlord or Landlord's Agent upon demand for costs to repair, replace, or rebuild any portion of the Premises damaged, whether through act or negligence, by the Tenant, Tenant's guests or invitees.
- In the event of a "break in", supply Landlord or Landlord's Agent with a copy of the police report at the Tenant's expense. Should Tenant fail to do so, Tenant agrees to pay repair costs.
- Replacing any broken or cracked GLASS, no matter what the circumstances of breakage, unless a police report is provided to the Landlord or Landlord's Agent detailing the circumstances of breakage.
- Payment of any unnecessary workman service calls, service calls caused by Tenant's negligence, and for extra service calls as a result of failure to keep appointments with repairman.
- Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- Maintaining minor and simple repairs such as replacing light bulbs and smoke detector batteries. Under no circumstances is Tenant to perform any electrical repairs.
- Cleaning or replacing furnace filters every month. Tenant agrees to pay for furnace service if filters are not changed.
- Carpet cleaning when it becomes soiled during tenancy.
- Maintaining normal insect control.

**36. REPAIRS AND MALFUNCTIONS:** All service or repairs which fall within the responsibility of the Landlord, shall be requested in writing. Tenant may make such request by postal service, personal delivery, email or facsimile. The request must contain the Tenant's name, full address (including zip code), contact phone number, and a description of the service or repair requested. The Landlord shall respond to an emergency maintenance request as soon as possible. For the purposes of this Rental/Lease Agreement, emergency maintenance is fire, flood, uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. An emergency is NOT heat. Capital First recognizes this is a priority item and will make it a priority with the vendors to have the heat working as soon as possible. An emergency is NOT air-conditioning, non-working dishwasher, sprinklers, etc. Non-emergency requests will be scheduled and responded to within one (1) week of notification. If Tenant has not been contacted by a contractor within three (3) days, Tenant agrees to contact Landlord immediately. Tenant agrees to attempt to remedy all of the below maintenance issues prior to notifying Landlord:

**A. Smoke detector won't work when tested:** Test with approved smoke detector spray. Replace battery.

**B. Smoke detector beeps on and off:** Replace battery. Check for proper wire termination connection.

**C. No power to plugs or switches:** Check breaker panel or fuse box. Check and reset GFI plug & check if plug works off of a wall switch.

**D. Garbage disposal won't work:** When on, do you hear a buzz? If you do not hear a buzz, push the reset button on the bottom of the disposal and test. If you do hear a buzz, turn off the disposal and unplug it from the wall. Mounted on the side of the disposal or the side of the cabinet is a wrench. Put the wrench in the center shaft and twist back and forth (this un-jams the disposal). Remove the object, plug in, turn back on and test. Repeat until the object is removed.

**E. No hot water:** Check the thermostat on the hot water tank for proper temperature setting (not set on "vacation"). Check breaker panel or fuses. Check and reset the button next to the thermostat on the water heater.

**F. Hot water is too hot:** Check thermostat on the tank and turn down.

**G. Faucet or toilet leaks:** Turn off the water fixture and notify maintenance.

**H. Toilet or sink plugged:** Plunge and test.

**I. No heat:** Check thermostat. Check any buttons or pilot lights. Are the furnace covers on correctly? Have you paid or ordered the utilities disconnected?

**J. Dishwasher won't drain:** Clean food out. If a new disposal has been installed, punch out the connection hole to the dishwasher.

**K. Refrigerator too warm or too cold:** Check the thermostat inside the fridge and set correctly.

**L. Water drips from the freezer to the refrigerator compartment:** Remove all food and store in a cooler. Turn off the refrigerator and allow it to defrost. Turn the refrigerator back on and replace food.

**M. In the case of freezing water:** Cover outside hose faucets. Disconnect outside hoses. Leave water dripping hot and cold on all faucets inside. Shut off water to outside faucets if possible. Cover foundation vents with approved insulation materials. Leave cupboard and pantry doors open where pipes are and turn up heat.

**N. Air conditioner does not work:** Check all circuit breakers often during hot weather or if a circuit breaker overloads. It will flip off the A/C circuit. Clean and replace the filter and test.

\_\_\_\_\_ Tenant acknowledges that maintenance repairs are contracted out and not all are employees of Capital First. Tenant will not hold Capital First responsible if Tenant has not contacted Capital First when a contractor fails to call or keep an appointment.

**37. OUTSIDE AND YARD MAINTENANCE:** Tenant understands, at all times, Tenant is responsible for keeping all outside areas free of debris, animal feces, and/or any other unsightly items. Tenant is also responsible for maintaining watering of outside of property at all times, unless an area of watering falls under a Homeowners Association responsibility. If the property contains an irrigation/watering system, Tenant is responsible for reporting any malfunctions of the irrigation/watering system to the Landlord or Landlord's Agent.

\_\_\_\_\_ Tenant is responsible for maintenance of all landscape. This includes mowing, weeding, trimming, watering of landscape, setting of any automatic timers for irrigation/sprinkler system, and reporting problems to Landlord/Agent. Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance to city ordinance. If Tenant does not care for landscape as required and disregards notice to correct landscape by Landlord/Agent, Landlord or Landlord's Agent reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance.

\_\_\_\_\_ Landlord is responsible for maintenance of the landscaping. Tenant is still required to keep the area free of debris, watering of the Landscape, setting of any automatic timers for irrigation/sprinkler system, and reporting problems to Landlord/Agent.

\_\_\_\_\_ The Homeowners Association is responsible for maintenance of the Landscape.

**38. POOL MAINTENANCE:** If a pool is provided, the pool service is maintained by:

\_\_\_\_\_ The Landlord provides pool service. Tenant is required to maintain level of water and report any problems.

\_\_\_\_\_ The Homeowners Association provides pool service.

\_\_\_\_\_ There is no pool provided.

**39. MILITARY CLAUSE:**

\_\_\_\_\_ The Tenants in this Rental/Lease Agreement are NOT members of the military and do not require a military clause.

\_\_\_\_\_ The Tenants in this Rental/Lease Agreement are members of the military and will be released from this agreement with thirty (30) days written notice if military orders command them to relocate to an assignment farther than twenty (20) miles from the Premises.

**40. POSSESSION:** If Tenant abandons or vacates the Premises, Landlord or Landlord's Agent may terminate this agreement and gain lawful possession.

**41. ENTIRE CONTRACT:** Time is of the essence. All prior agreements made between Landlord and Tenant are incorporated in this Rental/Lease 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 Rental/Lease Agreement constitutes the complete and exclusive statement of its terms and conditions, and that no extrinsic evidence whatsoever may be introduced in a judicial or other proceeding, if any, involving this agreement.

**42. ATTORNEYS FEES:** In any action or proceeding arising out of this Rental/Lease Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**43. INTERPRETATION OF CONTRACT:**

\_\_\_\_\_ I do not need an interpreter and can understand the Rental/Lease Agreement in its entirety.

\_\_\_\_\_ I have provided an interpreter for renting the property and interpreting the Rental/Lease Agreement. My interpreter's name is,

\_\_\_\_\_ Address: \_\_\_\_\_, ID \_\_\_\_\_

\_\_\_\_\_ Tenant acknowledges they have viewed a PowerPoint presentation highlighting the terms and conditions of this Rental/Lease Agreement.

**44. OTHER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**45. ATTACHMENTS:** The undersigned Tenant acknowledges, by initialing, that the following attachments to this agreement are incorporated into this Rental/Lease Agreement:

- |                                        |              |                                 |
|----------------------------------------|--------------|---------------------------------|
| _____ Tenant Move-In Inspection Report | Attachment A | _____ Lead Based Paint Pamphlet |
| _____ Homeowners Association CC&Rs     | Attachment B | _____ Other: _____              |

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Interpreter Date

\_\_\_\_\_  
Landlord/Agent Date