Rental / Lease Agreement

THIS AGREEMENT, made and entered into this day of , 2016, between Morgan Property Management, Inc., as acting Agent for Owner of the below named property and herein after called "Landlord", and thereafter called "Tenant".

1. AGENT: Tenant understands that Morgan Property Management, Inc. is the acting agent of the "Owner". All notices and communications to Owner shall be directed to the attention of Morgan Property Management, Inc. who is the duly authorized agent of the Owner. All notices and communications from Landlord shall be deemed notices and communications from the Owner. **OWNER STATEMENTS: Agent cannot be held liable for any statements or promises made by Owner if Owner chooses to contact Tenant without Agent's knowledge or presence.**

2. IN CONSIDERATION of the payment of the rentals and the covenants herein contained on the part of the Tenant, Landlord hereby rents and demises to Tenant the following-described Premises situated in County, Idaho:

Street Address: Apartment No.

Parking Spot Number: Carport Number: Garage Number: Mail Box Number:

3. MINIMUM TERM: Tenant agrees that the minimum term of the Rental Agreement shall be for a period of months, commencing on the day of , 2016, and terminating on the day of , . The length of the term is months and days. **Tenant is not entitled to give a 30-day Notice to Vacate prior to the end of the minimum term.** Should Tenant fail to occupy the Premises for the minimum term for any reason, such shall be breach of the agreement, and **Tenant shall be liable for Landlord** damages resulting from such breach, **such as loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less, advertising costs, reimbursement of any move-in credits given to replacement tenants, utility costs while vacant, yard maintenance costs while vacant, transportation costs to show until re-rented, and other costs and fees as described within this Rental Agreement.**

4. AUTOMATIC LEASE RENEWAL AFTER MINIMUM TERM. After expiration of the Minimum Term, this Agreement will automatically renew itself for an additional term of the original lease, with a Seven Percent (7%) increase in monthly rent at Landlord's discretion. Tenant understands that if Tenant signs a one-year lease, this Agreement will automatically renew for another year unless Tenant submits a 30-Day Notice to Vacate 30 days prior to the expiration of the Minimum Term. All other obligations, terms, and conditions here within apply. Month-to-month tenancy may only exist by written request and approval in writing by the Landlord and must be requested a minimum of 30 days prior to the end of the current lease term. A "month" for purposes of this Agreement means one calendar month. The automatic renewal process will remain in effect throughout the entire term of residency or until a 30-Day Notice has been delivered to Landlord in accordance with this Rental Agreement.

5. RENT: Landlord hereby leases the physical property located at on the day of ,2016, for a total of $ for the full term of the lease, payable in monthly installments of Dollars ($) per month, inclusive of a pet rent of Dollars ($) and a discount of Five Dollars($5) for utilizing paperless payments subject to the conditions of clause 6, payable in advance and without demand at the following address:

Morgan Property Management, Inc. 3905 Rose Hill St. Boise, ID 83705 208-996-8888

on or before the first day of each month to the Landlord. **Post dated checks, CASH, and second and third party checks will not be accepted.** If payment is by check, the check must be from one of the Tenant(s) signed on this Rental Agreement.

6. PAPERLESS PAYMENTS DISCOUNT. Tenant agrees to complete all forms necessary and to utilize paperless payments to have rental payments deducted from their checking, savings, credit, or debit card account and acknowledges that a Five Dollar($5) monthly discount has been included in the rental rate for using the paperless service. **Paperless payments must be initiated by the 2nd day of the month to ensure payments are received on time.** Should Tenant not use the paperless payment system in any given month, the Five Dollar discount shall be forfeited for that month.

7. PRORATED MOVE-IN RENT. If the initial term of this Rental Agreement commences other than on the first day of a calendar month, Tenant's rent shall be a prorata portion of a full month's rental, calculated on a daily (365 day year) basis from the commencement date until the first day of the following calendar month, and shall be payable in advance. First month's prorated rent calculations are as follows:

Monthly Rent Amount	# of days to occupy this month	Prorated Rent
$		$

8. PRORATED MOVE-OUT RENT. Tenant is responsible for rent up to the 30th day of their 30-day Notice to Vacate.
Failure to do so will result in late fees (e.g. *Tenant gives Notice to Vacate on the 10th of November; tenant is responsible for all of November's rent and 10 days in December. If the 10 days of prorated rent are not paid on or before December 1st, rent will be considered late).*

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), it is considered late and Tenant will be charged and agrees to pay a late fee of $50.00 plus $5.00 per day thereafter; until rent is paid in full.

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

11. RETURNED CHECKS. A **$35.00 charge will be assessed for returned checks.** Rent is not considered paid or received until Tenant's check clears the bank; therefore late fees will apply until funds are received. After the second occurrence, rent and other payments will be required to be paid with guaranteed funds such as a cashiers check or money order.

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

13. OCCUPANCY. The Premises are to be occupied as living quarters for no more than adults and children. Only those adults specifically named above may occupy and use the property. 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 10 nights shall constitute a breach of the Rental Agreement**, unless prior consent is obtained in writing by Landlord.

14. DEPOSITS AND FEES AMOUNTS:

Security, Cleaning, Damage, and Rent Deposit:	$	($)	
Additional Deposit in consideration of pet:	$	($)	
Pet Fee	$	($)	
Administrative Fee (non-security deposit)	**$FIFTY DOLLARS**		**($50.00)**
Cable/Satellite Fee:	$	($)	
Total Deposits and Fees:	$	($)	

15. DEPOSITS. The tenant(s) shall deposit with Landlord as a Security/Rent/Inspection/Cleaning/Pet/Damage deposit, the sum of Dollars ($), payable prior to occupancy by means of secured funds. Cash or personal checks will not be accepted as payment for a security deposit. **Tenant cannot use the security deposit during the occupancy or term of the Rental Agreement for rent. Rent must be paid in full during occupancy and lease of the property.** The Landlord shall furnish, no later than 30(thirty) days after the Tenant has vacated the Premises, an itemized statement for the security deposit. **Landlord may use/ deduct security deposit funds for the damage, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient funds fees, tenant caused billing, photographs of damage, pest control, change of locks if keys issues are not returned or if Tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees.** The non-security portion of the deposit in the sum of $50.00 is non-refundable and is specifically deducted for professional services rendered by Morgan Property Management, Inc. for the duration of this Agreement. Should Owner sell the property of change management companies, Tenant authorizes Landlord to assign this Agreement to the new owner or management company and release any deposits or other Tenant-related funds to the new owner or management company, less any fees owed to Morgan Property Management, Inc. as described within this Agreement and hold Morgan Property Management, Inc. harmless from that assignment date and forward. **Tenant acknowledges** the security deposit listed in this Rental Agreement is held by the Landlord of the property. **If the deposit was transferred from a previous lease not of Morgan Property Management, Inc. the Tenant acknowledges that refund should be pursued directly from the prior Landlord or Owner.** Tenant acknowledges the security deposit will not be refunded until after vacancy and the security deposit will be endorsed to all current tenants on the Rental Agreement. **No portion of the security deposit will be refunded if one or more parties give notice to vacate prior to vacancy and are no longer on the Rental Agreement. In the event Tenant fails to claim or cash their deposit return check within twelve months after termination or expiration of the lease, Tenant will forfeit the proceeds from their security deposit return.**

16. DISCLOSURE OF INFORMATION: Tenant may from time to time authorize Landlord to disclose information regarding this Agreement and the tenancy to third parties, including, but not limited to, future Landlords and mortgage lenders. **Landlord will not provide this information if Tenant's lease expiration date is greater than 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 Tenant.

17. TERMINATION FEE: (Re-rent Fee) A termination fee of Five Hundred Dollars ($500) will be charged to all Tenants who have not completed their full lease term, or who do not give proper thirty (30) days written notice. This fee is in addition to all other fees described within this Rental Agreement to include all lost rents. If Tenant supplies Landlord with a new, qualified tenant to takeover this rental agreement, this will be a **Lease Takeover Fee of Two Hundred and Fifty Dollars ($250).** If there is a change of roommates or co-signers on this lease agreement, there will be a **Roommate Adjustment Fee of Fifty Dollars ($50) per roommate or co-signer. All termination fees must be paid in full to Landlord upon notice being given.**

18. USE OF PREMISES: Premises shall be used as a residence only. **Operating a business from this property is prohibited.** The number of occupants is not to exceed the number of persons shown on the application. For purposes of this Rental Agreement, occupancy shall be defined as residing in the apartment three (3) days or more in any one-week period. Tenant shall not violate any governmental law in the use of the Premises, commit, waste, or nuisance, annoy, molest, or interfere with any other tenant or neighbor, and the Conditions, Covenants and Regulations (CC&Rs).

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

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

21. PERSONAL PROPERTY: All personal property now upon the Premises shall remain at the termination of this rental, Tenant acknowledges that the below checked appliances have been furnished and are in good working condition and are to remain in the rental upon termination: ☐ **dryer** ☐ **refrigerator** ☐ **washer** ☐ **water softener** ☐ **security system | Room A/C Units: 0.** For safety, Tenant agrees to turn off and not operate washers, dryers, ovens, and stoves, while absent from the Premises.

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

23. UTILITIES: Tenant shall pay for all utilities such as water, sewer, trash, electric, gas, cable, telephone, or any other services 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 the Tenant. Tenant agrees to place utilities in Tenant's name prior to occupancy of Premises and continue until the termination date, as evidenced by the proper thirty (30) days written notice. Tenant has an obligation to notify Landlord prior to any interruption of utility service to the Premises. Any damage or loss incurred due to Tenant's negligence to pay utility, abandonment, or failure to provide heat when exterior temperatures fall near freezing, or to inform Landlord of shut off shall be at Tenant's expense. Tenant further agrees to work directly with the appropriate utility company and to hold the Landlord harmless for charges incurred by Tenant including large item and special trash pickups. Landlord may from time to time require Tenant to pay for utility(s) directly to Landlord in addition to the rent payment. In the event utilities are furnished by the Landlord, Tenant agrees to exercise diligence in conserving said utilities, specifically water, heat, and electricity. Tenant shall pay Landlord a Twenty-Five Dollar($25) fee for each month utilities are not transferred into Tenant's name within 48 hours of the first day of the lease.

24. KEYS AND CONTROLS. The Landlord is to retain keys to the property. If the Tenant does not furnish all of the issued keys and controls upon vacancy, the Tenant agrees to pay the cost of re-keying the Premises and the replacement cost of all controls. 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							

Tenant will be charged rent until all keys and controls, as listed above, are surrendered directly to Landlord. Tenants are not to leave keys in Premises (e.g. *Tenant gave notice to vacate on November 10th. Tenant paid all of November's rent and 10 days of prorated December rent, but did not turn in the keys until December 15th. Tenant will be responsible for 5 additional days of December's prorated rent plus late fees)*. Tenant agrees to lock all doors and windows during Tenant's absence from the Premises. Except under instruction from Landlord or Power Company, tenant is not permitted to remove fuses or flip breakers into the "OFF" position.

25. PARKING. All parking is reserved for Tenant use only. If parking is assigned, Tenant agrees not to park in any area other than Tenant's assigned parking spot or carport number. Any parking in designated fire or no parking zones or parking in a stall not assigned to Tenant shall result in a parking violation fee, and/or towing of the vehicle at Tenant's expense. Vehicle and engine repairs, no matter how minor, are not allowed on the Premises. Tenant agrees and understands that they are responsible for ensuring that their guests park outside the parking area and that Tenant's guests understand that their car may be towed if parked on the Premises. Tenant agrees to notify Landlord of any illegal or unauthorized vehicles. If parking availability permits, Tenant(s) are limited to three vehicles on the Premises (to include garages, carports, parking lots, and driveways). All other vehicles, Tenant or guest owned, must be parked off the Premises. **All Residents and Guests are prohibited from backing any vehicles into any parking spaces as well and covering any portion of any sidewalk with any part or portion of a vehicle. The only exception will be made during times when a tenant is moving in or out of the Premises.**

26. BOATS/TRAILERS. Storage of boats, trailers/RVs, vehicles exceeding one ton, or any vehicle other than those listed below is prohibited.

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

28. VEHICLE.: Tenant shall not perform in any business connected with vehicles on the property. Vehicles of any kind should not be parked on any area other than the driveway, designated RV access, if applicable, or 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 property and will be towed at Tenant's expense.** The below vehicles are authorized on the Premises. Tenant understands and agrees to submit in writing all change in vehicles or vehicle description to Landlord within five (5) days of the addition or change. For the purposes of this Rental Agreement, the term vehicle is understood to include standard passenger vehicles, registered and street legal motorcycles, pickup trucks, and small vans. Parking is limited to these classes of road vehicles. Vehicle washing is not allowed on the Premises, except when Tenant is responsible for the payment of the water bill.

Year	Make	Model	Color	License Plate Number

29. LOST OR STOLEN PROPERTY. Landlord shall not be responsible for any of the Tenant's property lost or stolen either from Tenant's rented Premises or from any parking, storage, or common area in or about the building or Premises, and Tenant assumes all responsibility for the security and safekeeping of any such property.

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

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

Breed	Age	Weight	Sex	Name
NO PET	NO PET	NO PET	NO PET	NO PET
NO PET	NO PET	NO PET	NO PET	NO PET
NO PET	NO PET	NO PET	NO PET	NO PET

This also includes animals, birds, or pets of any nature of any guest, relatives, or invited parties to the Premises. **There is to be no "baby-sitting or care taking"** of any other person(s)'s animals, birds, or pets of any nature. **Feeding stray or unauthorized pets is prohibited.** If the Rental Agreement excluded pets, the Tenant agrees to pay, retroactive to the beginning of the tenancy, $100 per month per pet for unauthorized pets and held responsible for the conditions stated below.

{ { { { Tenant acknowledges and agrees to the following paragraph.

If any pet is listed above, Tenant agrees to pay any additional increase to the security deposit required by Landlord and acknowledges that any pet fees paid are for the administrative time expenses associated with pets and the right to have a pet at the Property and do not cover any damages done to the Premises by the pet. Tenant understands any additional funds paid are an "increase" to the deposit and NOT a pet deposit. This additional security deposit is not specifically held for pet related damages, but is held for the performance of all aspects of this Rental Agreement including any unpaid rents, late fees, charges and damage assessments. Tenant assumes all financial responsibility for damage caused by said pet. The increase in security deposit is refundable within thirty (30) days of satisfactory conclusion of this tenancy. **"Pet Rent" is to be paid in addition to normal rent for all authorized pets. This amount varies for each property and property owner.** There is no additional deposit or Pet Rent required for support or companion animals. Tenant agrees to the below conditions in consideration of the authorization of the pet, support animal, or companion animal, to occupy the Premises.

1. Tenant agrees to keep said pet, or support or companion animal under control at all times and obey all city ordinances related to the keeping of 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 pet on Premises by giving Tenant written thirty (30) days notice.

3. If the pet is a cat, the cat must be neutered and declawed (support or companion animals are exempt from this condition). Tenant must provide and maintain an appropriate litter box.
4. If the pet is a bird, the bird shall not be let out of the cage.
5. No animal shall be fed on unprotected carpeting within the Premises. Tenant shall prevent any fleas or other infestation of the Premises or other property of Landlord.
6. If in the opinion of Landlord the pet becomes annoying, bothersome or in any way a nuisance to other Tenants or to the operation of the community, Tenant will immediately, upon notice from Landlord, remove the pet from the Premises.
7. Permission to keep animal(s) is restricted only to the particular animal(s) described above and does not extend to any other animals.
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 pets must be properly licensed and inoculated for rabies and all other usual inoculations for that type of pet.
11. Tenants agrees to be fully responsible for any damage caused to the property by the animal(s) and for any and all wear and tear resulting from the animal(s) and agrees to fully compensate the Landlord for any and all such damage or additional wear and tear including but not limited to:
    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 the yard and lawn to original condition.
    c. Replacing doors, screens, windows, window coverings, or any other items scratched, torn, damaged or soiled by the animal(s).
    d. Additional cleaning or replacement at the discretion of the Landlord of any carpeting that has been damaged, soiled, or stained or which has an odor as a result of the animal(s).
    e. Deodorizing and disinfecting any floor or wall or other surfaces which may be stained or have an odor as a result of the animal(s).

32. PET REMOVAL. Landlord may remove an unauthorized pet if one day's prior written notice of intent to remove the pet is left in a conspicuous place on the apartment and Landlord may present the pet over to a humane society or local authority.

33. ENTRY AND INSPECTION. Landlord has the right to enter the Premises and Tenant agrees not to unreasonably withhold from the Landlord consent to exhibit the Premises to prospective tenants, workmen, contractors, purchasers, insurance agents, real-estate agents, and to inspect the Premises with a twelve (12) hour VERBAL notice. For each occasion where the access rights described above are denied by the Tenant, Tenant shall pay Landlord the sum of Thirty Dollars ($30) as liquidated damages; it being acknowledged that Landlord shall be damaged by denial of access, that Landlord's actual damages are difficult to estimate, and that this fee is a reasonable pre-estimate and not a penalty. During the last thirty (30) days of occupancy, Tenant authorizes Landlord to inspect the property and place a FOR RENT sign on the property and to show property to prospective tenants.

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

35. TRASH AND CONTAINERS. Tenant agrees not to allow trash or other materials to accumulate which will cause a hazard, violation of any health, fire or safety ordinance or regulation, or is a visual nuisance. Tenant shall place all garbage inside containers with lids. **Items too large to fit in the trash shall not be placed in or near the container and Tenant agrees to remove these items from the Premises immediately at Tenant's expense.** If the trash removal company refuses to remove any portion of Tenant's garbage, Tenant agrees to remove it from the property immediately at Tenant's expense.

36. POOL MAINTENANCE. If a pool is provided, the pool service is maintained by: **NO POOL.**

__N/A__ The Landlord provides pool service. Tenant is required to maintain level of water and report any problems.

__N/A__ The Homeowner's Association provides pool service. Tenant is required to report any problems.

37. YARD MAINTENANCE. Tenant understands that at all times Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly item. Tenant shall not install any plants, trees, flowers, or shrubs without prior written approval from Landlord. Any unauthorized installation will be considered damage and tenant agrees to pay for the removal of such plantings and the cost to restore the affected areas to the original condition.

_____ Tenant is responsible for maintenance of all landscape. **This includes: weeding of planters, trimming and edging of grass and planters, pruning and trimming of all shrubs and trees, application of weed control and fertilizer on grass, setting of automatic timers for irrigation/sprinkler system,** and report problems to Landlord. If Tenant does not care for landscape as required and disregards Landlord's notice to correct, Landlord reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance. Tenant agrees that the yard has been mowed within 7 days of occupancy and that grounds are in good condition. The Tenant further agrees to deliver the property, at the end of this tenancy, grass that is weed free, mowed, trimmed, edged and property 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 still required to keep area free of debris, watering of landscape, setting of automatic timers for irrigation/sprinkler system and reporting problems to Landlord.

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

38. REPAIRS AND MALFUNCTIONS. All services or repairs, which fall within the responsibility of the Landlord, shall be requested in writing. Tenant shall not make repairs or hire contractors to make repairs. Landlord shall respond to the emergency maintenance request as soon as possible. For the purposes of this Rental Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger such as fire. Non-emergency requests will be scheduled and responded to within one week of notification. If Tenant has not been contacted by a contractor within three days, Tenant agrees to contact Landlord immediately. Tenant acknowledges that maintenance repairs are commonly contracted out and are not employees of Landlord (Morgan Property Management, Inc.) and will not hold Landlord responsible if Tenant has not contacted Landlord when contractor fails to communicate or does not keep committed appointment. Tenant agrees to attempt to remedy the below maintenance issues prior to notifying the Landlord:

1. **Smoke detector won't work when tested:** Test with approved smoke detector smoke spray, replace battery.
2. **Smoke detector beeps:** Replace battery, check for proper wire termination connection.
3. **No power to plugs or switches:** Check and reset breaker panel or replace blown fuses. Check and reset all GFI outlets (located in kitchen, bathroom, utility rooms, and garages). Check if plug works off a wall switch.
4. **Garbage disposal doesn't work:** When on, do you hear a buzz? If you do not hear a buzz, hit the reset button on the bottom of the disposal and test. If you hear a buzz, turn off disposal and unplug from wall. Place a ¾ inch allen wrench in the center shaft and twist back and forth (this unjams the disposal). Remove the object, turn back on, and test. Repeat until the object is removed.

5. **No hot water:** Check thermostat on tank for proper temperature setting. Check that thermostat is not set to "vacation". Check and reset breaker in power panel. Check and reset button next to thermostat.
6. **Hot water is too hot:** Check thermostat on tank and turn down.
7. **Plumbing or fixtures leak:** Turn off water fixture and water at supply line. Notify Landlord immediately.
8. **Toilet is plugged:** Plunge and test, repeat as needed.
9. **No heat:** Check thermostat. Check that furnace covers are in properly. Check that a switch that looks like an ordinary light switch is turned on (located in or near the furnace room). Did you pay or disconnect the utility?
10. **Dishwasher won't drain:** Clean food out of bottom of dishwasher.
11. **Dishwasher doesn't clean dishes:** Don't run garbage disposal while dishwasher is running. Run dishwasher without any soap through several cycles. Clean out the bottom of dishwasher. Pre-wash and/or scrape dishes.
12. **Dishwasher grinds or no water is coming in:** Turn off if no water on the bottom, pour two large glasses of water into the bottom and restart. Run the dishwasher with no soap to clean out any remaining soap that could be blocking the pump. If problem continues, call Landlord and discontinue use.
13. **Refrigerator too warm or too cold:** Check thermostat in refrigerator and set correctly.
14. **Water drips from freezer to refrigerator compartment:** Remove all food and store in a cooler. Turn off refrigerator and allow defrosting. Turn refrigerator back on and replace food.
15. **No air conditioning:** Check all circuit breakers. Clean and replace filter and test. Tenants will be charged for A/C repairs caused by dirty or missing filters.

39. DESTRUCTION. 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 Rental Agreement terminated as of the date of such loss or destruction. Should Landlord fail to promptly repair or replace any such loss of destruction, Tenant may at Tenant's option declare this Rental Agreement terminated. All rents due from Tenant during any period the Premises are rendered untenable by reasons of such loss or destruction shall be abated.

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

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

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

a. Keeping the property clean and sanitary inside and out and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises.
b. Reporting to the Landlord items needing repair.
c. Pay for damage to Property as a result of failure to report a problem in a timely manner.
d. Pay Landlord upon demand for costs to repair, replace or rebuild any portion of the Premises damaged, whether through act of negligence, by Tenant, Tenant's guests, or invitees.
e. **Refrain from disposing of 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, rage, sand, dirt or rocks.** Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects.
f. In the event of a "break in", supply Landlord with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
g. Replacing any broken or cracked glass, no matter what the circumstance or breakage, unless police report is provided to Landlord detailing circumstances of breakage.
h. Payment of unnecessary workman service calls, for service calls caused by Tenant's negligence and for extra service calls as a result of failure to keep appointments with repairman.
i. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
j. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries, and cleaning or replacing furnace filters every month. **If Tenant fails to change the furnace filters as needed, Tenant may be charged for cleaning of the furnace and colling system to include the furnace and ducts.** Under no circumstances is Tenant to perform any electrical repairs.
k. Carpet cleaning when it becomes soiled during tenancy.
l. Maintaining normal insect and rodent control.
m. Clearing blockages of garbage disposal not caused by mechanical failure.
n. Routine cleaning of window coverings.
o. Remove and properly store all holiday decorations within five (5) business days of the holiday.
p. Remove garden hoses from exterior hose-bibs/water spigots and ensure they are completely turned off before any freezing.

43. 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 the tenants, their family, or their guests. For the purposes of this agreement, **Morgan Property Management Inc. does not consider the following items as normal wear and tear:** Mollies/screws installed in walls or more than 5 nail holes per wall, carpet cleaning, extreme traffic wear of carpet, torn, burned, or stained carpet, pet deodorizer, general cleaning, blind cleaning/repair/replacement, window cleaning, replacement of expired light bulbs, replacement of smoke detector batteries, repainting due to smoke/candle damage, broken toilet tanks, replacement of furnace filters, or ripped or marked wallpaper. (Idaho Code, Section 6-321)

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

45. NOTIFICATION TO MANAGEMENT OF MOISTURE. Tenant shall promptly notify management in writing of the presence of the following conditions: (1) A water leak, excessive moisture, or standing water inside the Premises, (2) A water leak, excessive moisture, or standing water in an community common area, (3) Mold growth in or on the Premises that persists after tenant has tried several times to remove it with Sol-U-Mel or bleach and water, (4) A malfunction in any parts of the heating, air-conditioning, or ventilation system in the Premises, and (5) Any electrical problems.

46. LOCK OUTS. Tenant agrees to pay a $40.00 lock out fee should Tenant lock himself/herself out and request to be let back into the rental.

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

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

{{c_es_sigset1:sp#initials}} **{**{c_es_sigset2:sp#initials}} **{**{c_es_sigset3:sp#initials}} **{**{c_es_sigset4:sp#initials}} Tenant acknowledgment – Tenant has received the pamphlet *Protect Your Family from Lead in your Home*.

48. NOTICE. Notice can be served on Landlord or any address designated by Landlord. Notice begins on the day notice is received by Landlord and must be in writing. Tenant can give notice by postal service or personal delivery. Except as prohibited by law, or as set forth in paragraph 3 herein, either party may cancel the Rental Agreement by service upon the other, with a written thirty (30) day Notice of termination of Tenancy. Therefore, a thirty (30) Day Notice to Vacate can be given by either part on or after the 1st day of ,. Notice to retract a prior written notice to vacate must be submitted in writing. Tenant understands and agrees that Tenant is responsible for all advertising costs and any other costs associated with the retraction of their notice.

49. 30 DAY NOTICE FROM TENANT. 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.

50. HOLDOVER WITHOUT PENALTY. Tenant may holdover (extend) beyond the termination of the 30-day notice to vacate given by Tenant to Landlord without penalty if: **(1)** Tenant in writing requests to withdraw the original Tenant's 30-day notice to vacate, **(2)** Landlord agrees and authorizes the holdover period, and **(3)** Tenant obtains a new 30-Day Notice to Vacate form from Landlord, completes and submits 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 December 1st, tenant must pay 12 days of prorated December rent or will be charged late fees).*

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

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

53. BREACH OF CONTRACT. In the event the Tenant moves out prior to the end of the Rental Agreement, or is evicted due to a violation of the Rental Agreement, **Tenant agrees to reimburse Landlord for all costs incurred as a result of the breach.** These costs may include, but are not limited to attorney's fees and lost rents, reimbursement of any move-in credits to replacement tenants, damage, cleaning, costs of collection, loss of personal property of Landlord included in this Rental Agreement, service fees, non-sufficient fund fees, tenant caused billing, photographs of damage, pest control, change of locks if keys issued are not returned or if Tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees.

54. BREACH WITHIN LEASE PERIOD. In the event the Tenant breaches this Rental Agreement by failing to occupy the Premises, by moving out, or by failing to pay rents required in the Rental Agreement, the **Landlord may withhold from any funds paid by Tenant** the costs of re-renting the Premises including, but not limited to, lost rents, reimbursement of any move-in credits to replacement tenants, advertising fees, utilities and Termination Fee (rent-up fee) of Five Hundred Dollars ($500) in addition to any and all rights to withhold other funds as described within this Rental Agreement.

55. ABANDONMENT WITH POSSESSIONS. Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the Premises and Tenant's possessions (all or part) remain on the Premises during seven (7) consecutive days while so in default, the parties hereto agree that, unless Tenant has given Landlord notice to the contrary along with a valid address at which Tenant can be located during the period of said absence, Tenant shall at Landlord's option, be deemed, to have abandoned the Premises. On or after the 8th day of such abandonment, Landlord may enter into, and take possession of, the Premises, property which may have been left at the Premises, and may re-rent the said Premises. For the purpose of computing damages to the Landlord, Tenants shall be deemed to have given a 30-day notice of termination of the 8th day of Tenant's un-notified absence from the Premises while in default.

56. ABANDONMENT WITHOUT POSSESSIONS. Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the premises and Tenant's possessions have been removed from the Premises for one day while so in default, the parties hereto agree that, unless Tenant has given Landlord notice to the contrary along with a valid address at which Tenant can be located during the period of said absence, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. On or after the 2nd day of such abandonment, Landlord may enter into and take possession of the Premises, abandoned property which may have been left at the Premises, and may re-rent said Premises. Landlord may dispose of such property as it deems appropriate without liability to the Tenant. For the purposes only of computing damages to the Landlord, Tenants shall be deemed to have given a 30-day notice of termination on the 2nd day of Tenant's un-notified absence from the Premises while in default.

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

58. DEATH, INCARCERATION, OR INCAPACITY OF TENANT: In the event of incarceration or death of the Tenant, if the effected Tenant is the sole Tenant, this Lease shall terminate. In the event of the incapacity, incompetency or inability to care for him or herself of the sole Tenant, or the primary wage earner if there are multiple tenants, a reasonable accommodation request may be submitted and if approved, this Lease shall terminate with a 30-day notice. In any of the foregoing circumstances, the Tenant hereby authorizes those persons listed on their application to enter the premises and remove the Tenant's personal property. In the event of a death, the Tenant's duly appointed Personal Representative(executor) shall also have such authority. **(Idaho Code , Sections 15-3-711 and 15-12-204(5))**

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

60. MOVE-IN AND MOVE-OUT INSPECTIONS. The Move-Out inspection will be performed with or without Tenant. The following requirements are necessary to schedule a Move-Out inspection with Tenant: **(1) Tenant must schedule Move-Out inspection at least one week in advance for a time prior to move out date and turning in keys, (2) The unit must be completely vacated, (3) Every attempt to clean thoroughly prior to the inspection should be taken, for there are no follow-up inspections.** Failure to comply with the above requirements and if the property requires cleaning prior to new tenants cleaning charges will incur Tenant's expense. At no time during the inspection will estimates or costs of cleaning and repairs be discussed or promised. Tenant is responsible for scheduling the move-in inspection, which is to be completed and submitted within two (2) business days of move-in. Failure to schedule and conduct a move-in inspection with Landlord waives all claims of pre-existing conditions not written elsewhere in this Rental Agreement. Landlord assumes no pre-existing deficiencies.

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

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

63. NO SMOKING. Neither tenants, guests, nor any other person shall be allowed to smoke on the Premises. Tenant agrees to refrain from burning candles or incense. Any violation shall be deemed a material violation of the Rental Agreement. Tenant understands that any damage caused by smoking any substance will be considered damage. Damages include, but are not limited to, deodorizing, repairing or replacement of carpet, wax removal, additional paint preparation replacing of drapes, counter tops, or any other surface damaged due to burn marks and/or smoke damage. **Tenant agrees to pay $250 to ionize the Premises to remove all unwanted odors in the event of such a breach.**

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

65. CARPET CLEANING. Tenant stipulates that the carpets were professionally cleaned upon initial occupancy and free of pet and urine odors and stains. Landlord will provide carpet cleaning upon vacancy at the expense of the Tenant. **Costs specifically for professional cleaning of carpets will be automatically deducted.** Carpets that become excessively soiled or stained will be charged extra. Upon vacancy, Tenant acknowledges that Landlord will hire a specific carpet cleaning vendor to test the carpets for urine and **that Landlord shall not honor any receipts of carpet cleaning and that Landlord will have the carpets cleaned at the Tenant's expense with the approved vendor of the Landlord.**

66. FIREPLACE/CHIMNEY CLEANING. Tenant agrees to thoroughly clean and to 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.

67. WINDOWS. Tenant agrees that the inside windows have been professionally cleaned upon initial occupancy. At the end of this tenancy, Tenant agrees to deliver the property with clean windows. **Failure to clean windows will result in a minimum Five Dollar ($5) per window charge against Tenant's security deposit.** Tenant agrees not to install objects, such as tin-foil in windows.

68. DRAPERIES. It is agreed that all draperies and window coverings are clean and in good condition. Upon termination of this tenancy, Tenant agrees to have all draperies and window coverings cleaned at Tenant's expense. **Failure to clean window coverings will result in a minimum Fifteen Dollar ($15) per drapery charge against Tenant's security deposit.**

69. 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.**

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

71. SIGNS. No signs of any kind shall be displayed on or from any dwelling unit or vehicle without prior written approval by Landlord.

72. BICYCLES, SKATES,SKATEBOARDS, ETC.. Skating or riding of bicycles or skateboards is not permitted in the parking area or driveway because of danger to themselves and others.

73. 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.

74. STORAGE. Tenant agrees not to store gasoline, cleaning solvents, combustibles, oil, antifreeze batteries, or toxic waste on the Premises and to properly dispose of said items. Tenant will be fined Fifty Dollars ($50) as well as charged the cost to remove any of the aforementioned items.

75. 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 additional insured.

76. NOISE AND NUISANCE. Quiet hours commence at 10PM and continue until 7AM. Tenant, guests, or other person under Tenant's control shall not play upon or allow to be played any musical instrument, or operate any amplified sound system on the Premises between the hours of 10:00 PM and 7:00 AM. No radio or sound system shall be operated in the Premises except at a low sound level. No offensive or loud noise, voices, language, or behavior is allowed. The use of fireworks, firecrackers, and any type of firearms in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If Tenant plays musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of the Rental Agreement. Multi-unit Tenants agree to refrain from using the washer and dryer during quiet hours. Tenants agree to first attempt to resolve noise disturbances between themselves. If disturbances and/or nuisances continue, Tenants agree to notify the local authorities and file a report for said action and forward a copy of the police report to the Landlord within five (5) days. Tenant(s) agree not to move in or out of Premises during the quiet hours stated above.

77. BALCONIES/PATIOS. Patios, terraces, balconies, are designed for additional space and not storage. Storing or displaying on patios and balconies of boxes, bicycles, refuse, clothing, towels, and other belongings, which are not patio furniture, is prohibited and may be removed or disposed of by Landlord. Patios, balconies, and windows are not to be used for drying clothes or suspending other objects. Refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by Landlord. Throwing any items from balconies is strictly prohibited. A gas BBQ grill may be stored or used on the patio or balcony only with the express understanding that the Tenant is solely liable for any damage resulting from such storage or use. Tenant understands that if the Premises has vinyl siding, that the BBQ grill must be used at a distance no less than six (6) feet from the siding and that Tenant will be held liable for any damage as the result of such storage or use. The use of charcoal barbecues is prohibited unless consent is obtained from Landlord.

78. DRUG-FREE HOUSING. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related activity, on or near Premises. Drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Premises. Tenant will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant will not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on or near the Premises. Violation of the above provisions shall be a material violation of the Rental Agreement and good cause for termination of tenancy.

79. MEGAN'S LAW DISCLOSURE. Federal and State law requires that all persons who plead guilty or have been found guilty of sex crimes must register with the Chief of Police in the city in which that person resides or the Sheriff of the county if no Chief of Police exists. To obtain further information regarding persons required by law to register as sexual offenders, contract the local Chief of Police or the County Sheriff.
Tenant hereby acknowledges that I/we have been provided with the foregoing disclosure and I/we have read and understand the same.
Tenant acknowledges the Owner and Agent to this transaction do not have an affirmative duty to obtain information regarding crime statistics or offender registration. If that information is important to me I have been given the applicable telephone numbers to call and obtain that information myself. Ada Country Sheriff/Boise Police Department Records division is (208) 577-3000; Meridian Police Department (208) 888-6678; these numbers are provided as a service and may be subject to change without notice.

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

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

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

83. 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, painting, wallpapering, and hanging of murals or posters. No nails, screws or other fasteners may be nailed, screwed or otherwise place in the doors, exterior siding or woodwork. Tenant agrees not to use tape or adhesives to adhere any object to any surface of the Premises, such as refrigerators, doors, walls, or siding. Tenant shall hold Landlord harmless as to any mechanics' lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord in the event of any such claim or proceeding.

1. **REASONABLE ACCOMMODATION** is some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a tenant with a disability in taking advantage of a housing program and/or dwelling. The tenant hereby requests to following accommodations: None.
2. **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: None.

84. SATELLITE DISHES AND CABLE INSTALLATION. Tenant understands that any installation of a satellite dish/cable requires Landlord's approval prior to installation and that all installations shall be conducted by a vendor selected by Landlord. Failure to use Landlord's approved vendor and obtain Landlord's Satellite/Cable Installation Authorization Form shall result in a fine of Three Hundred Dollars($300). Prior to any installation of a satellite dish, Tenant agrees to pay a Thirty Dollar($30) admin fee for coordinating installation and agrees to use Landlord's vendor.

85. OWNER/AGENT SHALL NOT BE LIABLE. Landlord shall not be liable for damages or losses to persons or property caused by other residents or persons. Landlord shall not be liable for personal injury or damage or loss of Tenant's personal property from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, power failures, appliance failures or other causes whatsoever unless the same is due to negligence of the Landlord. Landlord strongly recommends that Tenant secure insurance to protect against the above occurrences.

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

87. APPLICATION OF FUNDS. Monies paid by Tenant shall be applied in the following order: **(1) Non-sufficient fund fees, late fees, and/or service fees (2) Tenant Caused Billing (3) Past Due Utilities (4) Attorney Fees (5) Tenant caused property damage (6) Past Due Rent, oldest month to newest.**

88. MILITARY CLAUSE.

____ The Tenant(s) in this Rental Agreement are NOT members of the military and do not require a military clause. Additionally, Tenant(s) agree to notify Landlord in advance and writing if anyone living on the Premises joins any branch of the military.

____ The Tenant(s) in this Rental Agreement are members of the military and will be released from the Rental Agreement if military orders command them to relocate to an assignment farther than twenty (20) miles from the Premises.

89. SERVICE FEES AND EVICTION NOTICES. Tenant agrees to pay $25 for each notice of eviction delivered to the property by Landlord. Tenant also agrees that Landlord shall only be obligated to attempt to serve notice at the Premises, and Landlord is not required to serve notice to Tenant at their place of employment.

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

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

92. 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 term and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the Rental Agreement.

93. 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.

94. 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, but not to exceed $1000.00(one thousand dollars). If Tenant defaults in the performance of any obligation under this Rental Agreement, Tenant shall pay, in addition to any other sums owed, Landlord's reasonable attorney's fees and other cost related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by Tenant to enforce Tenant's obligation under this Rental Agreement, whether or not the Rental Agreement is terminated and whether or not Landlord files a formal lawsuit, action, or proceeding in court. Landlord and Tenant expressly contract that, if it becomes necessary for Landlord to commence a legal action to recover possession of the Premises by reason of nonpayment, or other breach of the Rental Agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees (not to exceed $1000) 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.

95. INTERPRETATION OF CONTRACT.

_X_ I do not need an interpreter and can understand the Rental Agreement in its entirety.

_N/A_ I have provided an interpreter for renting the property and interpreting the rental contract. My interpreter's name is _____ Address: _____.

96. CO-SIGNER. By affixing signature below, co-signer promises to guarantee the Tenant's compliance with the financial obligation of the Rental Agreement. Co-signer understand that he/she may be required to pay: current rent, past due rent, collection costs, non-sufficient fund charges, court costs, late fees, lease fees, advertising costs, cleaning, repairs, or costs that exceed Tenant's security deposit. Co-signer further agrees that Landlord will have no obligation to report to Co-signer should Tenant fail to abide by the terms of the Rental Agreement and waives presentment, demand, protest and notice of acceptance, notice of demand, notice of protest, notice of dishonor, notice of default, notice of nonpayment, and all other notices to which co-signer might otherwise be entitled. Co-signer recognizes that Landlord has agreed to rent to Tenant only because of this guaranty and that the continued validity of this guaranty is a material term of this Rental Agreement. Co-signer further understands that if Landlord and Co-signer are involved in any legal proceeding arising out of this Rental Agreement, 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 Rental Agreement for a minimum of one year 2) There can be no late rent payments or balance owed on the account 3) No disconnect notices from any utility companies 4) Landlord must do an inspection of the property and approve the maintained condition of the Premises 5) Roommate adjustment fee has been paid**

97. COPIES. Tenant acknowledges receipt of fully executed Rental Agreement and Move-In Inspection Sheet. Landlord will provide additional copies of the Rental Agreement and Move-In Inspection Sheet at a cost of $0.10 per page payable in advance.

FUNDS TO BE COLLECTED	Funds Due	Funds Paid	Check No.	Date	Balance Due	Check No.	Date
Application Fees	$	$			$		
Total Deposits / Fees	$	$			$		
Move-in Rent Due	$	$			$		
Move-in Credit		$			$		
	$	$			$		
TOTAL	$	$			$		

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

_____ Homeowner's Association Rules and Regulations

__ _____ Assigned Parking Map

_____ Lead-Based Paint Pamphlet

99. ADDITIONAL AGREEMENTS. None.

100. WE ARE AN EQUAL OPPORTUNITY HOUSING PROVIDER. We fully comply with the Fair Housing Act. We do not discriminate against any person because of race, religion, sex, handicap, familial status, color, or national origin. We also comply with all state and local fair housing laws.

101. SLIDE SHOW. {{_es_:signer1:initials}} {{_es_:signer2:initials}} {{_es_:signer3:initials}} {{_es_:signer4:initials}} **(initials) Tenant acknowledges they have viewed the MPM Lease Orientation Slide Show** in addition to reviewing the lease and that all conditions of this rental agreement are understood.

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

LANDLORD	**TENANT SIGNATURE(S)**
{{_es_:sender:signature}}	**{{_es_:signer1:signature}}**
Morgan Property Management, Inc., President	**{{_es_:signer2:signature}}**
	{{_es_:signer3:signature}}
	{{_es_:signer4:signature}}