

Willow Creek Property Management

P.O. Box 3504

Idaho Falls ID. 83403

(208)681-5137

mike@willowcreekpm.com

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM _____ hereinafter referred to as Tenant,
the sum of \$ 0000.00 (_____) Dollars
evidenced by _____ as a deposit. Upon acceptance of this Agreement, the owner of the premises
will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____.	\$00.00	\$00.00	\$00.00
Security deposit (not applicable towards last month's rent)	\$00.00	\$00.00	\$00.00
Other-Surcharge for City of Ammon Utilities yearly	\$00.00	\$00.00	\$00.00
TOTAL.....	\$00.00	\$00.00	\$00.00

NOTE:

In the event this Agreement is not accepted by the owner, within 30 days, the total deposit received will be refunded.

Tenant offers to rent from the Owner, the premises situated in the City of AMMON
County of BONNEVILLE, State of IDAHO, described as _____,
upon the following terms and conditions:

1. TERM: The term will commence on _____, and continue (check one of the two following alternatives):

LEASE: until _____, for a total rent of \$00.00 (_____)

RENTAL: on a month-to-month basis, until either party terminates this Agreement by giving the other party 30 days written notice.

2. RENT: Total Rent will be \$ 0000.00, per month, payable in advance, upon the 1st day of each calendar month to (Willow Creek Property Management), Owner or his/her authorized agent, at the following address: Willow Creek Property Management P.O. Box 3504 Idaho Falls, ID 83403 at such other places as may be designated by the Owner from time to time. In the event rent is not paid within 05 days after due date, Tenant agrees to pay a late charge of \$50.00 and \$6.00 for everyday after until paid. Tenant1 agrees to pay \$25.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges will bear interest of 10% per annum, or the maximum rate allowed by law, whichever is less.

3. MULTIPLE OCCUPANCY: It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.

4. EARLY TERMINATION: Tenant will be charged a penalty of \$300.00 for advertising costs and continue to pay rent until unit has been rented again.

5. UTILITIES: Tenant will be responsible for the payment of all utilities and services. except: A surge charge of \$00.00 will be added and should be included with monthly rent making the total due of \$00.00. **Sewer, water, and garbage** will be paid by Owner.

6. USE: The premises will be used exclusively as a residence for no more than 00 persons. Guests staying more than a total of 06 days in a calendar year without the consent of Owner will constitute a violation of this Agreement.

7. ANIMALS: No animals will be brought on the premises without prior consent of the Owner. If any pets are found within the premises there will be a \$150 fine until the pet is removed. If not removed this will result in a breach of contract and Tenant may be evicted.

8. HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement Including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of commons areas. Tenant will not have a waterbed on the premises without prior written consent of the Owner.

9. ORDINANCES AND STATUTES: Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may be later in force, regarding the use of the premises. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his/her legal rights.

10. ASSIGNMENT AND SUBLETTING: Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.

11. MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his/her own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, smoke detectors, plumbing, heating, and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for damages caused by his/her negligence and that of his/her family, invites, and guests. Tenant **will not** paint, paper, or otherwise redecorate or make alterations to the premises without this prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any Tenant in the building, Owner will be responsible for the cost of any retrofitting required by governmental agencies.

12. INVENTORY: Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair and will be responsible for any damage to them other than normal wear and tear.

13. DAMAGES TO PREMISES: If the premises are damaged by fire or from any other cause which renders the premises untenable, either party will have the right to terminate this Agreement as the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invites, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, the rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, then the Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises is repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

14. ENTRY AND INSPECTION: Owner will have the right to enter the premises: (a) In case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workmen, or contractors; (c) when Tenant has abandoned or surrendered the premises except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant. A surprise inspection may be done without prior notice if we feel the premise is being abused or a pet is involved.

15. IDENTIFICATION: Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of negligence or willful misconduct of Owner, his/her agents, or employees. Tenant agrees to hold Owner harmless for any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his/her agents, or employees. It is understood that Owner's insurance does not cover Tenant's personal property or improvements.

16. PHYSICAL POSSESSION If owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or violable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within N/A days of the commencement of the term in item 1.

17. DEFAULT If tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than three (3) days written notice of each default given in the manner required by law, the Owner, at his/her option, may terminate all rights of Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to: (a) continue to lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided the Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he/she may occur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such terminate, or at the time of an award if suit be instituted to enforce this provision, at the amount by which the unpaid rent for the balance of the terms exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

18. SECURITY: The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to apply all portions of said deposit on account of Tenant's obligations. Owner may, but will not be obligated to apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination will be refunded to Tenant. Tenant will not have the right to apply the security deposit in payment of last month's rent. Security deposit held at Landlord Office.

19. DEPOSIT REFUNDS: The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Owner or his/her Authorized Agent, together with a statement showing any charges made against such deposits.

20. WAIVER: Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his/her right to enforce any provision of this Agreement.

21. NOTICES: Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the premises or to Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

22. HOLDING OVER: Any holding over after expiration of the Agreement, with the consent of Owner, will be month-to-month tenancy at an **additional \$100.00 monthly plus rent agreed**, payable in advance and otherwise subject to the terms of this Agreement, as applicable until either party terminates the same by giving the other party thirty (30) days written notice.

23. TIME: Time is of the essence of this Agreement.

24. COSTS & ATTORNEY'S FEES: In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees. If the Lessor incurs any costs or attorney's fees to enforce this LEASE AGREEMENT, whether with or without suit, the Tenant agrees to reimburse and pay the Lessor for such costs and/or attorney's fees, including, without limitation, "costs as a matter of right" and "discretionary costs," as defined in I.R.C.P. 54, and attorney's fees on appeal.

25. FAIR HOUSING: Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing, or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

26. ADDITIONAL TERMS AND CONDITIONS: No smoking, no pets, no nails in walls without Landlord approval. \$385.00 of security deposit shall be retained upon termination of lease for carpet cleaning. Rocky Mountain Power 1-888-221-7070, Intermountain gas Co. 208-377-6840, City of Ammon 208-612-4000, Iona Bonneville Sewer 208-524-4545, Idaho Falls Utilities 208-612-8280 and all Utilities must be in Tenant's name prior to occupancy. Late fee or dishonored check fee must be paid with next month rent check or it shall be deducted from security deposit.
NOTE: Tenant may smoke outside providing premises are maintained and is not a nuisance to other tenants. You may use 3M hanging strips as a substitute over nails. If Carpet needs to be replaced deposit will not be refunded.
AT THE END OF YOUR RENTAL TERM ALL KEYS NEEDS TO BE RETURN TO THE PROPERTY MANAGEMENT, IF THEY ARE NOT RETURNED AS A COMPLETE SET, THERE WILL BE A FEE OF \$100.00 TO REPLACE THE KEYS.

27. APPLIANCES AND LOCKS: If you choose to use your own washer and dryer there will be a \$50.00 installation fee by a certified technician. You will be responsible for any repairs of your own equipment after installation. For any reason if the door locks are changed without consent of the Owner \$100.00 will be withheld from your security deposit.

28. This unit is NOT subject to rent control.

29. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits, if any, have been made a part of this Agreement before the parties' execution.

Exhibit A: _____.

The Tenant hereby acknowledges receipt of a copy of this Agreement.

Tenant: _____ . Date: _____ .

Tenant: _____ . Date: _____ .

Property Manager: _____ . Date: _____ .

Receipt of deposit acknowledged by: _____ . Date: _____ .