

Johnson Property Management LLC Rental Agreement & Deposit Receipt

RECEIVED FROM: _____ hereinafter referred to as Tenant, the sum of \$ DOLLARS, as a deposit which, upon acceptance of this rental agreement, the Owner of the premises and procured agent, hereinafter referred to as Owner, shall apply said deposit as follows:

Rent for the period	\$
Amenity package for the period	\$
Insurance for the period	\$
Initial Leasing Service	\$
Zero deposit program premium	\$
Security deposit	\$
Total	\$

In the event this agreement is not accepted by the Owner or his authorized agent within 2 days, the total deposit received shall be refunded and agreement null and void. It is understood that the Tenant (and Cosigner) can understand and read English.

Tenant hereby offers to rent from the Owner the premises situated in the City of Nampa, State of ID, described as _____ including stove, refrigerator, carpet, window coverings and screens, upon the following TERMS and CONDITIONS:

AGENT: The tenant understands that **Johnson Property Management, LLC** is the acting agent of the Owner. This Rental Agreement shall be binding if management of the property is transferred to the Owner or any agent procured by the Owner.

TERM: The term hereof shall commence on _____, for a fixed initial lease term described below, and continue on a month to month basis thereafter, until either party shall terminate the same by giving the other party a thirty (30) days written notice delivered by certified mail. Emailed 30 day notices or notices placed in our drop box are not accepted as proper termination notice. Tenants must use our 30 day notice to vacate form on our website. The tenant agrees not to terminate prior to the expiration of _____ months from the commencement date (____) or in the months of November and December. **All termination notices must be effective for the end of a calendar month.**

RENT: Rent shall be \$ per month, payable in advance, upon the **1st day of each calendar month** to Owners authorized agent. The first month's rent payment may be made by electronic payment, or at an approved "Cash Pay" location. **All subsequent rent payments must be made electronically through tenant portal at www.ipmidaho.com , or in person at any "Cash Pay" location:**
www.paylease.com/cashpay/locations.

Your Cashpay Biller ID name is: 'Paylease Community Payments' Your Cashpay account number is: _____. This number is valid while renting from Johnson Property Management, LLC

Physical checks, CASH, and/or money orders are not accepted in-office for rental payments. If a physical payment is received, a \$10 processing will be added to tenant account. ACH (electronic check) payments are free to tenants as part of amenity package. Credit/debit card payments require an additional transaction fee charged by payment processor. In the event rent is not paid within five (5) days of due date, Tenant agrees to pay a late fee of \$50.00, said late fee of \$50.00 is to be included with said late rent payment. **For every two late rent payments in a twelve (12) month period, rent will automatically be raised by \$50.00 permanently.** A \$30.00 fee will be charged by JPM for each "insufficient funds" check, in addition to any other NSF charges that our payment processor or your bank charge to return the payment. A \$35.00 fee will be charged for each "3 day notice" served. Cosigner agrees to have their auto-payment information charged for the entire account balance on the 15th of the month, in the event of non-payment by tenant.

AMENITIES: The premises' amenity package charge is \$ per month, which is due with, and according to the RENT and TERM sections above.

PAYMENT ALLOCATION ORDER: When rent or other charges are due, any payment received will be credited towards late charges, bank fees, 3 day notice fees, open repair or utility charges etc. first. Account payments will be allocated towards rent charges after all other open account charges have been satisfied.

MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement. All persons signing hereon (including Cosigner) shall be responsible for the terms herein so long as any of the signing persons remain residing at the premises and all such persons are responsible for all terms contained herein. Each Tenant under this Agreement is jointly and severally individually liable to the Owner for the total rent due and damages inflicted upon the leased Premises whether or not Tenant continues to physically occupy the Premises.

UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: _____ which shall be paid by Owner. Tenant agrees to transfer all applicable utilities immediately on or before TERM DATE. **A \$30.00 fee will be charged to the Tenant per non-transferred, prorated or improperly reverted Tenant responsible utility billing. Any damage or loss incurred due to Tenant's negligence to pay utilities, abandonment, or failure to provide heat when exterior temperatures fall at or near freezing, or to inform Owner of shut off, shall be at Tenant's expense.**

USE: The premises shall be used as a residence by the undersigned Tenants with no more than **persons**, and for no other purpose, without the prior written consent of the Owner. Occupancy by guests staying over 15 days shall be considered to be a violation of this provision and an additional rent charge of \$300 per week per unauthorized adult will be assessed. Trampolines are prohibited on the property. **No Indoor Smoking/Vaping.** Tenant shall not violate any Federal, State, City, and/or Local Laws, to include any law considered a governmental law in the use of the Premises, commit, waste, annoy, molest, or interfere with any other Tenant or neighbor, and the Conditions, Covenants and Regulation (CC&R's). **Tenant may not install or permit any of the following on the Premises, even temporarily: Satellite Dish or Antennae, a spa/hot tub, above-ground pool, trampoline, swing sets/jungle gym, tree house, fire pit, or anything else that could be considered an attractive nuisance, or that would constitute a property insurance liability.**

PETS: No pets shall be brought on the premises without the prior written consent of the Owner. Tenant agrees to pay a \$1000.00 fee and property damage costs should an unauthorized dog or cat be found to inhabit the premises. **No Pets, No Guest Pets, No Pet Sitting, or 'care taking' of pets.** If an approved animal or pet exists at the property, Tenant acknowledges and agrees to maintain an active pet profile through Petscreening.com, and understands they are to renew the profile during the term of their tenancy and any subsequent renewals. Failure to maintain an active pet profile through Petscreening.com will result in the animal or pet being unauthorized to be on the Premises, which is deemed a violation of this agreement, and will result in further enforcement of this agreement.

HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, or subdivision containing more than one unit, Tenant agrees to abide by any and all house rules and any applicable neighborhood CC&Rs, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Satellite dishes must not be installed onto any part of a building. Satellite dishes must only be installed using a pole or tripod mount and must not be visible from the front of the property. All cabling must be hidden from view. Owner reserves the right to, at any time, remove and restore any satellite dish and/or cabling installation at the expense of the tenant.

VEHICLES/BOATS/TRAILERS: Storage of boats, trailers/RVs is prohibited, except for those single family homes with designated storage and meets all CC&Rs. Tenant shall not perform in any business connected with vehicles on the Premises. Vehicles of any kind should not be parked on any area other than the driveway, designated RV access, if applicable, or the street or designated parking area. 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 the Premises and will be towed at Tenant's expense.** No spare/junk cars, car parts, tires, lumber, are allowed in RV area or yard without permission from management. Tenant must obtain permission from management as to what kind of vehicle, trailer or RV is stored in RV parking area. No car repairs are allowed in front of house or driveway.

ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises.

Any changes to tenants must be approved by the Owner. A Roommate Adjustment Fee of \$75 per roommate will be charged to change out/replace roommates. All fees must be paid in full to Owner upon written demand or posting to account by the Owner to Tenant.

(a) ADDING A ROOMMATE:

- 1: Tenant must submit a written request (rental application) to Owner, and pay \$75 fee.
- 2: The Tenant must abide by the decision of the Owner whether or not another person(s) can be added to rental Agreement.
- 3: If Owner approves the person(s), at Owner's option may require that this Agreement or an entirely new Agreement and/or Addendum be signed by the remaining and/or replacement Tenant(s) and cosigner.

(b) RELEASING A TENANT:

- 1: Tenant must complete the initial/current fixed Rental Agreement Term prior to release, and pay the \$75 fee.
- 2: Remaining Tenant(s) must meet normal advertised qualification criteria before Owner will re-sign any Tenant(s).
- 3: Once remaining Tenant(s) are approved, the Owner may require that this Agreement or an entirely new Agreement and/or Addendum be signed by the remaining and/or replacement Tenant(s) and cosigner.

MAINTENANCE, REPAIRS OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Owner may at any time give Tenant a written inventory of appliances, furniture and furnishings on the premises and Tenant shall be deemed to have possession of all said furniture and furnishings in good condition and repair, unless he objects thereto in writing within five days after receipt of such inventory. Tenant shall, at their own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, clean and in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests or pets or animals. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. **Tenant shall irrigate and maintain any surrounding grounds**, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant agrees to keep sidewalks, driveways, and premises free of ice, snow, and debris, and in safe condition in accordance to city ordinance. Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of. Tenant agrees to pick up trash and debris that blows onto or appears on the Premises, no matter the source. Tenant is required to keep yard area free of debris, and to report problems to the Owner. Upon demand, if Tenant fails to cleanup any of the above, Owner shall hire contractors at Tenant's expense. If provided sprinkler system is not working properly, tenants are required to promptly request maintenance from Owner. **Tenant is responsible for clearing clogged toilets, disposals and sinks. Area normal insect/pest removal shall be a responsibility of the Tenant.** Tenant will need to hire a locksmith, at their own expense, in the event of a lock out or key loss. If the locksmith is unable to match the key cut, Tenant agrees to provide Owner with a working copy within three business days. Tenant agrees to turn off and not operate the following appliances while absent from the Premises: Stove/range/oven, microwave, sink disposal, dishwasher, washing machine and clothes dryer. No permanent shelving is permitted to be installed or built by tenant without permission from management in house or garage. Tenant supplied free standing shelving is permitted. No large or toggle style wall fasteners are to be used on walls or ceilings without permission from management. **NO TV Mounts will be attached to walls in any fashion.** All hoses must be removed from outside faucets in freezing weather. Failure to do so will cause damage to the frost faucet and will be repaired at tenants expense.

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

1) Pay for damage to Premises as a result of failure to report a problem in a timely manner, to include high utility bills as a result of equipment or appliance in need of repair, such as running or leaking plumbing fixture or furnace. 2) Pay Owner upon demand for costs to repair, replace, or rebuild any portion of the Premises damaged, whether through act of negligence by Tenant, Tenant's guests, or invitees. 3) In the event of a 'break-in', Tenant shall supply Owner with a copy of the police report. In the absence of a police report, Owner will consider any damaged caused by alleged break-in to be Tenant caused damage. 4) Replacing any broken or cracked glass, no matter what the circumstances of breakage, unless police report is provided to Owner detailing circumstances of breakage. 5) Payment of unnecessary workman service calls, for service calls caused by Tenant's negligence, and for extra service call as a result of failure to keep appointments with repairman. 6) Be responsible for damage done by rain or wind as a result of leaving windows or doors open. 7) Refrain from disposing of items including, but not limited to: diapers, sanitary napkins, tampons, paper towels, large wads of toilet paper, newspaper, toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, pet litter, rags, sand, dirt, or rocks in any plumbing fixture. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects. 8) Clearing blockages of garbage disposal not caused by mechanical failure. 9) Remove and properly store all holiday decorations within 5 business days of the holiday. 10) Remove garden hoses from exterior hose-bibs/water spigots during cold weather and ensure these fixtures are completely turned off when not in use. 11) Clean window and wall AC/heat pump filters every 90 days, or per air filter program instructions and time line. Tenant shall notify Landlord in writing immediately if Tenant is not able to access air filter. Tenant's failure to properly and timely clean/replace the filters is a material breach of this Agreement and Owner shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Owner for all damages to the Premises and heating/cooling systems.

MOISTURE ACCUMULATION, PREVENTION AND NOTIFICATION: Tenant shall remove any visible moisture accumulation in or on the Premises, including all walls, windows and sills, floors, ceilings, and bathroom fixtures and agrees to mop up spills and thoroughly dry affected areas promptly after each occurrence. Tenant shall promptly notify Owner in writing of the presence of the following conditions: 1) Water leaks, 2) shower/bath/sink/toilet overflows, 3) excessive moisture, 4) standing water in or around the Premises and/or any community common area, 5) major spillage, 6) visible or suspected mold that persists after normal housekeeping measures have been employed, 7) a malfunction in any parts of the heating, air-conditioning, or ventilation system, refrigerator or dishwasher, 8) discoloration of walls, baseboards, doors, window frames, ceilings, floors, 9) any loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, counter tops, 10) clothing dryer vent leaks.

WORK ORDERS AND REQUESTS: Tenant shall report promptly to Owner items needing repair. All service or repairs, which fall within the responsibility of Owner, shall be requested in writing using Owners maintenance request form, **except for emergency repairs which should be called in immediately to 208-884-3310.** Maintenance requests will need to include Name, rental address, phone number and email address for request to be promptly processed. Owner shall respond to an emergency maintenance request as soon as possible. Tenants agree to make themselves available for entry and accommodation to get emergency repairs completed. For the purposes of the Agreement, emergency maintenance is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas. Tenant is directed to call 911 for emergencies causing immediate danger to life or property. Non-emergency requests will be scheduled and responded to within a reasonable time period. If Tenant has not been contacted by a contractor within 3 days, Tenant agrees to contact Owner immediately in writing. Tenant acknowledges that maintenance repairs are commonly contracted out and are not employees of Owner and agrees not to hold Owner responsible if Tenant has not contacted Owner when contractor fails to communicate or does not keep committed appointment. Tenant agrees to utilize Owner's Maintenance support page on www.jpmidaho.com (Tenant Services --> Maintenance Request) to troubleshoot common problems prior to requesting any maintenance to be performed at the Premises. Tenant hereby agrees, requests, and authorizes Owner to allow maintenance contractors and personnel to check out a key from Owner, or to access on-site key box, to gain access to Premises to make necessary repairs during normal business hours.

SMOKE / CARBON MONOXIDE DETECTORS AND FIRE EXTINGUISHERS: Tenant agrees that smoke, carbon monoxide (CO) detectors (for any unit with non-electric/fossil fuel appliance) have been provided. Owner does recommend that Tenant purchase their own UL Listed Fire Extinguisher. If Tenant's Premises is equipped with an internal fire extinguisher, Tenant will be responsible to ensure it is in good working order, that it is maintained and cared for in compliance with all manufacturer's recommended handling, use and certifications, and that Tenant understands how to properly handle/work said extinguisher. Owner is not responsible for any internal fire extinguishers or the care, maintenance or improper use of said extinguishers. Tenant agrees that all smoke and CO detectors are in working order, and henceforth Tenant agrees to: 1) Maintain power to the Premises at all times, 2) Check the operation of the Smoke/CO detectors monthly, 3) Replace the Smoke/CO detector batteries as needed in detectors that have replaceable batteries, but no less than once every six months, 4) Notify Owner immediately of any problem, defect, malfunction or failure of the smoke and/or CO detectors, 5) Not tamper with the battery, the detector or any fire extinguisher, or disable in any way which might cause the device to work improperly, 6) Reimburse Owner if detectors are damaged in any way. Tenant also agrees that he/she/they will not tamper with or disable any exterior mounted fire extinguishers, and that if an exterior mounted extinguisher is found to be disabled, tampered with or becomes missing, Tenant will immediately report the condition to the Owner. Only use appliances as they are intended and report any malfunctioning appliance immediately if using fossil fuels (natural gas). If you suspect carbon monoxide poisoning seek fresh air and medical attention immediately. Should Tenant ever be concerned about the function of smoke and CO detectors or ever be concerned of gas or CO, Tenant is to call the gas company or 911, and notify Owner after doing so. Owner is not responsible for CO poisoning or the proper operation/maintenance of said detectors and/or detection of CO gases. Tenant further agrees and acknowledges that it is tenant's sole responsibility to maintain and detect CO in or around the Premises and to report to Owner any faulty detector or appliance immediately, and/or the detection of CO gases.

ENTRY AND INSPECTION: Tenant shall permit Owner or Owner's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgage lenders or appraisers. Upon 24 hours verbal, electronic, or written notice to Tenant, Owner and Owner's agents shall have the right Monday through Saturday from 9:00am to 8:00pm and Sunday from 1:00pm to 6:00pm to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants, buyers, contractors, insurance agents, and real-estate agents. In addition, Owner and Owner's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Owner and Owner's agents to enter Premises and Property for this purpose. **For each occasion where the access rights described above are denied or needs to be rescheduled due to Tenant non-compliance, Tenant shall pay Owner the sum of fifty dollars (\$50) as liquidated damages; it being acknowledged that Owner shall be damaged by the denial of access, that Owner's actual damages are hard to estimate, that fifty dollars (\$50) is a reasonable pre-estimate and not a penalty.**

Requested maintenance shall be considered authorization to enter the premises.

POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, including moving expenses, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Owner requires tenant to acquire tenant's insurance during the term of this agreement. Tenant's insurance policy should include proper coverage amounts to cover their personal property, food, and liability coverage for negligence or accidental damages of tenants, guests, and invitees. Tenant's must include Johnson Property Management, LLC as additional insureds on tenant's insurance policy.

SIGHT UNSEEN: Parties agree that Tenant was given the opportunity to view the Premises prior to signing the agreement. If Tenant declined to do so and chose to rent the Premises sight unseen for their convenience, or solely used a 3D virtual tour, parties acknowledge that Tenant is fully obligated to this Agreement should they not take occupancy of the Premises. Tenant does agree that any maintenance shall be done as required by the Agreement and not at the preference or request of Tenant since Tenant agreed to take Premises sight unseen.

DISCLOSURE: Tenant may from time to time authorize Owner to disclose information regarding this Agreement and the tenancy to third-parties, including, but not limited to, future Landlords and mortgage lenders. Both parties agree that all disputes and complaints shall be resolved **privately and confidentially** between Tenant and Owner, or individually through the courts or collections and further agrees to refrain from making degrading or defamatory or any public statements orally or in writing about any other party and the representatives, partners, or agents of the parties during, or any time after the term of this Agreement. Both parties agree that it would be impractical and extremely difficult to ascertain the amount of actual damages caused by a failure to comply with this provision and liquidated damages of \$1,000 shall be payable upon demand for violation. This provision also encompasses posting on all social media, internet, rating based services, and electronically distributed platforms.

DEFAULT: If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the 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 is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law. Tenant will pay a \$35.00 charge should it become necessary to serve a violation notice or 3 day notice to vacate. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could be reasonably avoided. A verified report of any illegal drug activity at the property shall be considered a Default of this agreement. Tenant shall immediately move upon notice for this default. Trial by Jury. In any legal action taken to enforce and/or interpret the terms of this Lease and the agreements herein, whether initiated by Lessor or Lessee, Lessee waives its right to a trial by jury.

INCARCERATION, DEATH OR INCAPACITY OF TENANT: In the event of the incarceration or death of the sole Tenant, this Agreement shall terminate upon receipt of possession of property by appointed personal representative of tenant. Tenant hereby authorizes those persons identified on their application to enter the Premises and remove Tenants personal property in a reasonable time frame. In the event of a death, the Tenant's duly appointed Personal Representative (executor) shall also have such authority. In the event of the incarceration, death or incapacity of a tenant as provided herein, the deposit shall then belong to any co-tenants listed on this agreement and the Owner shall have no further responsibility to the tenant suffering the incarceration, death or incapacity. Provide, however, that in the event the co-tenants do not continue the tenancy, the deposit shall be accounted for as provided herein and the person's emergency contact shall be named as a payee on any check for refund of any portion of the deposit.

INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner and his agents harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible. Owner shall not be responsible for any of the Tenant's property lost or stolen either from Tenants rented Premises or from any parking, storage, or common area in or about the Premises, and Tenant assumes all responsibility for the security and safekeeping of any such property. **Co-Signers agree to not be relieved of any liability herein until all tenants have vacated the property and all remaining balances are paid. 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.** Personal property owned by the Tenant is not covered by the owner's insurance and any loss will not be reimbursed by the Owner or his agents. Tenants insurance is required. A minimum of one tenant per Rental Agreement is required to carry and maintain \$100,000 of property damage liability (Tenant's) insurance. We also highly recommend personal property coverage, and displacement coverage. You can either purchase Tenant's Insurance through our integrated provider, Your Renters Insurance Group, for \$16 per month, or provide copies to Your Renters Insurance Group of your own private Tenant's insurance. If you do neither of these before key transfer, you will automatically be enrolled in a Master Policy that meets your coverage requirement for \$16 per month.

SECURITY: The security deposit set forth above, if any, shall secure the performance of Tenant's obligations hereunder. If Tenant opted for Security Deposit Replacement Program, Tenant agrees to reimburse Owner for all costs stated below within seven (7) days of the physical mailing and emailing of final Rental Account Statement. Tenant shall not have the right to apply the Security Deposit in payment of the last month's rent. Cost of professionally cleaning carpets and window coverings will be billed to the Tenant's Rental Account when Tenant vacates. Non-returned mailbox keys will incur a \$60.00 fee. Regular door key copies are replaced at a cost of \$15. Owner shall have the right to add past due fees to Tenant's account balance, along with any non normal wear and tear damage, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late/service fees, non-sufficient funds fees & applicable re-rent services. Any balance of security deposit remaining upon termination shall be returned to Tenant.

EARLY DEPARTURE: If Tenant vacates prior to the 30th day (last calendar day) of the notice to vacate, Tenant may notify Landlord and surrender all keys. Tenant understands that he/she/they are still responsible for rent and utilities until the final date of Agreement per proper and accepted vacancy notice, and until the end of the current Agreement term. It shall be the Owner's responsibility to put forth reasonable effort to prepare and re-rent the Premises.

CLEANING: Tenant stipulates that the Premises were cleaned upon initial occupancy. Tenant shall clean and dust the Premises regularly, and shall keep the Premises, particularly kitchen and bath, clean and sanitary and free from objectionable odors as determined by Owner. Tenant shall not mark or deface the walls, woodwork, or any part of the Premises.

DEPOSIT REFUND: The balance of all deposits shall be refunded within 30 days of herein described termination date, together with a statement showing any charges made against such deposits, or if the Tenant opted for Security Deposit Replacement Program a Final Account Statement Billing will be produced and mailed and emailed within 30 days of transfer of possession of premises. **Re-rent costs shall be charged at a rate of \$1,000 in cases of improper or early lease termination, in addition to advertising costs, liquidated damages, all rent loss, etc.** Both parties agree that it would be impractical and extremely difficult to ascertain the amount of actual damages caused by tenant terminating the rental agreement while the tenant is still inside a lease term, and liquidated damages of \$1,000 shall be payable upon demand for such violation. Any incentive time given at the onset of this agreement shall be back charged to Tenant for early termination. In the event the Tenant moves out prior to the end of the Agreement, or is evicted due to a violation of this Agreement, Tenant agrees to reimburse Owner for all costs incurred as a result of such breach. These costs may include, but are not limited to, attorney's fees, lost rents, reimbursement of any move-in credits to replacement Tenant, damages, cleaning, costs of collection, loss of personal property of Owner included in this Agreement, service fees, non-sufficient fund fees, Tenant caused billing, pest control, change of locks if keys issued are not returned or if Tenant provides an unauthorized person with any key to the Premises, and re-rent charge as specified above. Owner may hold security deposit funds in savings account or timed instruments of deposit and tenant waives all rights to interest. Should Owner change management or sell the Premises, Tenant authorizes Owner to transfer any deposits or other Tenant related funds to new authorized agent or management, less any fees owed to Owner as described within this Agreement and hold Owner harmless from that assignment date and forward. "Do not flush anything other than toilet paper" signage is required to be left at the property where it was installed at upon occupancy. If this signage is missing or damaged upon vacancy, tenant shall be charged a \$20 replacement account charge.

CLASS ACTION WAIVER: You agree that you hereby waive your ability to participate either as a class representative or member of any class action claim(s) against us or our agents. While you are not waiving any right(s) to pursue claims against us related to your tenancy, you hereby agree to file any claim(s) against us in your individual capacity, and you may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("ClassAction"). Accordingly, you expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us or our agents in any forum. Any claim that all or any part of this Class Action waiver provision is unenforceable, unconscionable, void, or voidable shall be determined solely by a court of competent jurisdiction. YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THIS CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.

NOISE AND NUISANCE: QUIET HOURS COMMENCE AT 10:00PM AND CONTINUE UNTIL 7:00AM Tenant, guests, or other persons under Tenant's control shall not play upon or allow to be played any musical instrument, or operate any amplified sound system on the Premises between the hours of 10:00pm and 7:00am. No radio or sound system shall be operated in the Premises except at a low sound level where bass and sound cannot be heard. The use of fireworks, firecrackers and any type of firearms in or around the Premises is strictly prohibited. In multi-family buildings, loud noises will carry from one unit to another. If Tenant plays musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of this Agreement. Multi-unit Tenants agree to refrain from using noisy appliances, such as washer and dryer, and vacuums during quiet hours. Tenants agree to first attempt to resolve noise disturbances between themselves. If disturbances and or nuisances continue, Tenants agree to notify the local authorities and file a report for said action and forward a copy of the police report to the Owner within 5 days.

CRIME AND DRUG FREE HOUSING: Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related activity, on or near Premises, nor allow such activity to take place within or near the Premises, regardless if the individual is a member of the household or guest. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance. Tenant will not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the premises. Violation of the above provisions shall be a material violation of the Agreement and good cause for termination of tenancy.

BALCONIES/PATIOS/ENTRYWAYS: Patios, terraces, balconies, and outside stairwells are designed for additional space and not for storage. Storing or displaying on patios, outside stairwells, 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 immediately by Owner. Patios, balconies, outside stairwells, and windows are not to be used for drying clothes or suspending other objects. Refuse, garbage and trash shall be kept at all times in such containers and in areas approved by Owner. A 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 the BBQ grill must be used at a distance no closer than ten (10) feet from the siding and that Tenant will be held liable for any damage as the result of such storage or use. Tenant agrees to comply with national fire code regarding use of BBQ grills.

TENANTS POSSESSIONS: In the event that the Tenant leaves any of the Tenant's personal property or possessions within or upon the Premises at the conclusion of the term hereof, or in the event of an abandonment of the Premises by the Tenant, Owner may enter into and take possession of Tenant's personal property left within or upon the Premises and store said personal property of apparent value for 30 days at Tenant's expense. Owner will not store and shall immediately dispose of perishables and apparent trash with no significant (\$50 or less) monetary value. Costs of removal of non-valuable items left at property will be charged to Tenant.

NORMAL WEAR AND TEAR DEFINED: According to Idaho State Law, Normal Wear and Tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the Premises or contents by Tenant, their family, or their guests. For the purposes of this agreement, Owner **DOES NOT** consider the following items as normal wear and tear: Mollies/anchors/screws installed in walls, more than 3 nail holes per wall, professional 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, replacement of used drip pans, or ripped or marked wallpaper

ATTORNEYS FEES: 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 a reasonable attorney's fee but not more than \$1,500.00. Collection agency fees up to 50% will be added to any amount so submitted upon termination.

WAIVER: No Owner failure to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of partial rent payment be deemed a waiver of Owner's right to the full amount thereof.

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

NOTICES: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time. The Owner reserves the right to make changes to any parameter of this lease with a 30 day written notice. Including but not limited to termination of lease due to sale of property or projected sale of the property.

TIME: Time is of the essence of this agreement.

AGREEMENT VIOLATION: Any violation of the terms of this agreement will result in a \$30 rental agreement violation fee. Multiple (2) rental agreement violations or late payments gives the Owner an option to terminate the term of this agreement with a 30 day notice.

HOLDING OVER: Any holding over after expiration hereof, with the consent of Owner, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable, until either party shall terminate the same by giving the other party 30 days calendar month written notice delivered by certified mail to the post office box listed at the bottom of this agreement. Emailed 30 day notices or notices placed in our drop box are not accepted as proper termination notice. Tenants must use our 30 day notice to vacate form on our website. They are also available for pickup at our office. Each signing party on the rental agreement must sign or submit the 30 day notice form. **HOLDOVER WITH PENALTY:** If Tenant holdovers (extends) beyond the end of the Agreement term or after proper 30-days notice to vacate has been given, or beyond a different move-out date agreed to by the parties in writing, and Landlord does not authorize the holdover, rent for the holdover period shall be increased by \$25 per day or 25% of the then-existing rental, whichever is greater. Holdover rents shall be due in advance and delinquent without notice or demand. Additionally, Tenant will be held responsible for the reimbursement all advertising expenses incurred by Landlord to secure a replacement Tenant, which was negated by the current Tenant's unauthorized holdover.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by the Owner. No verbal agreements are made or honored. The following exhibits, if any, have been made a part of this agreement before the parties' execution hereof: Inspection Form, Utility Permission Form, Rental Agreement Overview, Lead Paint Disclosure, Co-signer Agreement, Lead Paint Pamphlet, Television and Internet Permission Guidelines, Filter Addendum, Security Deposit Waiver Addendum, CAM Addendum, Pinata Addendum, Utilities Addendum, Zero Deposit Program Pet Rental Agreement Addendum and the Parking Addendum.

CITY OF BOISE NOTICE OF TENANT RIGHTS + RESPONSIBILITIES: This link lists many of the rights and responsibilities for Boise residents.
<https://www.cityofboise.org/departments/finance-and-administration/code-compliance/renter-protections/notice-of-tenant-rights-plus-responsibilities/>

ADDITIONAL EXHIBITS: ____.

Tenant(s) (and Cosigner) Signatures:

<u>X</u> _____	<u>X</u> _____	<u>X</u> _____
<u>X</u> _____	<u>X</u> _____	

Johnson Property Management, LLC
www.jpmidaho.com info@jpmidaho.com
 Mail: PO Box 1023 Meridian, ID 83680
 280 E Corporate Dr #230, Meridian, ID 83642
 (208) 884-3310 FAX (208) 884-1726

<u>X</u> _____ Landlord

Johnson Property Management LLC: Rental Agreement Overview

- Rent is due on the 1st calendar day of each month. Rent payments must be made electronically through your tenant web access account, or at an approved CashPay location. ACH (electronic check) payments are free through your tenant web access account.
- Call the office if your rent will not be received by the 5th of the month. Don't forget the \$50.00 late fee if your payment is after the 5th. Late fees are recorded and collected. For every two late rent payments in a twelve (12) month period, rent will automatically be raised by \$50.00 permanently.
- Call to transfer your required utilities into your name as of the start date of the rental agreement. If you do not, you may find your services turned off and/or a \$30 administrative charge may be applied for each forwarded bill.
- Unless noted and approved with an active profile on petscreening.com, or other approved alternative, properties are not "dog or cat" friendly. An unauthorized household pet will result in a \$1,000 fee.
- There should be a carbon monoxide detector installed in rental properties that use natural gas, at all times. If carbon monoxide detector(s) are present at the property upon rent up, please ensure they are regularly tested and working. Please notify JPM for assistance with CO alarms. **DO NOT** remove, take down, or deactivate smoke/CO alarms in the properties
- A minimum of one tenant per Rental Agreement is required to carry and maintain \$100,000 of property damage liability insurance. The resident is responsible for damages caused by the resident or the resident's guests or pets or animals.
- Be aware that there cannot be a BBQ closer than 10 feet from the building.
- Use your tenant web access account or email our office with appropriate maintenance issues. We generally resolve these issues in one or two business days but are allowed a *reasonable* time. Per the rental agreement, request for maintenance is considered permission to enter your property. Property owners cannot pay for tenant responsible issues such as tenant-clogged pipes & drains, disposal jams, burned out light bulbs, replacing furnace filters, replacing smoke detector batteries, etc. These issues will need to be resolved by tenants at tenants cost.
- After hours, weekend, and holiday **emergency maintenance** may be called in to our 24/7 maintenance center at 208-884-3310.
- Often times, the majority of mildew and mold is a housekeeping issue. Be sure to wipe down baths, showers, window ledges and potentially closet walls if you see moisture or condensation collecting. Many home stores have products that eliminate mildew and mold. If you see water leaks in your property (under sinks, around water heaters, around toilets, etc.) please contact us as soon as possible.
- Change your furnace filter regularly. Good airflow is important, but no filter at all will soon be a disaster. A clogged filter can eventually damage the heating & cooling unit, which you may be responsible for. When you receive your new air filters through Second Nature, please install them immediately. Please ask us if we need to show you where your air filter is. Do not run your AC in cool temperatures (generally below 70 degrees), it may freeze or damage the compressor.
- Most properties have limited parking. Unregistered, inoperative or unclaimed vehicles will be towed at owner's expense. Vehicles must have license plates, current registration, properly inflated tires, etc.
- If a rental property includes grounds then the tenant is responsible for maintaining the grounds by mowing, pulling weeds, watering appropriately, understanding and maintaining sprinkler system, etc. Replacing a non-maintained yard space can be expensive. Please ask us if we need to show you where your sprinkler clock or irrigation supply line is.
- If mailbox keys were supplied at time of rent-up, they do need to be returned at time of move-out. If supplied mailbox keys are not returned a \$60 charge per key will be assessed. Regular door keys will be replaced at a cost of \$15, regardless of how many are missing. Keys must be returned by vacancy date.
- Housing built before 1978 may contain lead-based paint, which may pose health hazards especially to young children and pregnant women. Lessor has no knowledge or records of lead based paint and/or lead based paint hazards in the housing. Please view the EPA lead based paint brochure located at <https://jpmidaho.com/lead>
- All rental agreements are written so that your move-out notice must be given on or before the 1st day of any month and effective for the last day of that month. You can move during the month but the rent and the utilities must be paid for the entire month. Remember that your rental agreement prohibits you from giving termination notice for the months of November and December (meaning that you cannot give a 30 day notice that would result in a vacancy on Dec. 1st, Jan. 1st, or during the months of November or December).
- The minimum lease time requirement is binding. If the minimum time requirement is not followed the tenant agrees to pay the landlord for the lost rent, for the costs of re-renting the property, etc. Minimum time requirements may vary as specified in your rental agreement.
- We do not conduct move out inspections with outgoing tenants. To assist your move we have move-out information on our website. Deposit statements are sent out within four weeks from when your responsibility to the property ends per the rental agreement.

I have reviewed the above information, understand and agree with the content.

Initials	Initials	Initials	Initials	Initials