

## STANDARD RENTAL AGREEMENT OF THE IDAHO APARTMENT OWNERS ASSOCIATION, INC.

Move in date : \_\_\_\_\_

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Between \_\_\_\_\_ hereafter called "Owner", and \_\_\_\_\_ hereafter called "Tenant":

IN CONSIDERATION of the payment of the rentals and the covenants herein contained on the part of the Tenant, Owner hereby rents and demises to Tenant the following-described premises, situated in \_\_\_\_\_ (city), \_\_\_\_\_ County, Idaho:

Apartment No: \_\_\_\_\_ Street Address \_\_\_\_\_ Zip \_\_\_\_\_

(Owner is hereby authorized to attach hereto a complete legal description of the premises)

1. **TERM, THIS IS A MONTH-TO-MONTH TENANCY.** A "month" for purposes of this agreement commences on the first day of a calendar month, and ends on the last day of the same calendar month. This tenancy, and Tenant's obligation to pay rental as hereafter provided, shall continue until terminated in the manner set forth in this agreement.

2. **MINIMUM TERM.** If Tenant is obligated to rent the premises for a minimum term, check here  and fill in Minimum Term: \_\_\_\_\_ Months. The minimum term obligation under this agreement will be completed on \_\_\_\_\_, 19 \_\_\_\_\_. Should Tenant fail to occupy the premises for the minimum term for any reason, such shall be a breach of this agreement, and there will be an administrative charge to cover Owner's administrative, clerical, transportation, and other miscellaneous costs which will be incurred. Tenant shall also be liable for Owner's damages resulting from such breach (some examples of Owner's damages would be loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less; advertising costs; utility costs while vacant; yard maintenance costs while vacant; transportation costs to show unit; etc.). Because of the difficulty in ascertaining the precise costs of the administrative charge, if Tenant fails to complete minimum term for any reason, the administrative charge will be based upon the following formula: Percent of days remaining in the minimum term times the security deposit [Example: \$100 Security deposit, Minimum term 6 months (180 days), 30 days remaining, = 16.7% remain (30/180 = 16.7); times the Security Deposit (\$100) = \$16.70 would be charged plus any Owner's damages], and will be deducted from the security deposit.

3. **RENT.** a. As rental for the subject premises, Tenant agrees to pay to Owner the sum of \$ \_\_\_\_\_ per month.

- Check all that apply
- b. **DISCOUNT RENT:** There will be a \$ \_\_\_\_\_ discount from the rent if:
- (1)  Rent is paid (received by the Owner/Manager) by \_\_\_\_\_ p.m. of the \_\_\_\_\_ calendar day of the rental month.
- (2)  Tenant takes care of Minor Maintenance problems costing less than \$ \_\_\_\_\_.

MONTHLY DISCOUNT RENT: \$ \_\_\_\_\_

c. Rent shall be paid at the following address: \_\_\_\_\_

or at such other address as Owner may from time to time designate in writing as the place for payment of rent.

d. **RENT IS DUE ON THE FIRST DAY OF EACH CALENDAR MONTH AND IS TO BE PAID BY CHECK, CASH, OR MONEY ORDER WITHOUT DEMAND.** If the initial term of this rental agreement commences other than on the first day of a calendar month, Tenant's rent until the first day of the following calendar month shall be a pro rata portion of a full month's rental, calculated on a daily basis (using a 30 day month) from the commencement date until the first day of the following calendar month, and shall be payable in advance. Rent not paid by the 15th calendar day of the month shall incur 18% interest APR, computed on a daily basis from the 1st day of the rental month and continuing until rent for that month has been paid in full, including all interest. When rent or any other charges are in arrears, all payments made shall be applied first to any interest owed, then to any outstanding debts in the order they were incurred, and then to the current month's rent. Discount rent shall be abated until back rent with interest has been paid in full. Should Tenant fail to take care of Minor Maintenance Problems as agreed above while the Discount Rent is in abatement, Tenant will be charged the additional amount stated in 3.b.(2). Any monies due for late fees, utilities, repairs, etc. will become additional rent due and payable by the 1st of the following month.

4. **OWNER'S AGENT.** All notices and communications to Owner shall be directed to the attention of \_\_\_\_\_, who is the duly authorized agent of Owner. All notices and communications from said agent to Tenant shall be deemed notices and communications from the Owner.

5. **SECURITY/CLEANING DEPOSIT.** Tenant shall pay a security deposit of \$ \_\_\_\_\_. This deposit shall be held by Owner (Owner may commingle the same with other funds) and shall be returned to Tenant at the termination of this Rental Agreement less any deductions for cleaning, repairs, damages, etc., unless Tenant be in default or breach hereof. The deposit shall be first applied toward the administrative charge (if any), then Owner's costs for damages (see 2. above), repairs, cleaning, and unpaid rents, in that order, and any balance remaining shall be returned to Tenant within 30 days after the premises have been vacated by Tenant. Under no circumstances shall such security deposit be applied by Tenant for payment of the last month's rental. Upon vacating unit, it will be inspected and, if necessary, repaired and cleaned by Owner or Owner's agent. A charge will be made for repair of any damage beyond that of reasonable wear and tear due to passage of time, and for cleaning. Tenant is encouraged to be present at the inspection. Tenant should contact Owner or Owner's agent at least \_\_\_\_\_ days in advance to arrange an inspection time. \_\_\_\_\_ initials

#### 6. OWNER'S AGREEMENT:

a. **PEACE AND QUIET.** So long as Tenant shall not be in breach or default hereby, Tenant shall have the continued peaceful and quiet enjoyment of the premises.

b. **MAJOR REPAIRS.** Owner shall be responsible for all major repairs to the premises, (except such repairs needed which were caused by the acts or omissions of Tenant or Tenant's guests) such as the following (including by way of illustration and not limitation): Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater, air conditioner (if any).

c. **RISK OF LOSS.** During the time that Tenant is in occupancy of the premises, Owner 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, Owner shall at Owner's option, repair or replace the same, or declare this agreement terminated as of the date of such loss or destruction. Should Owner fail to promptly repair or replace any such loss or destruction, Tenant may at Tenant's option declare this agreement terminated. All rental due from Tenant during any period the premises are rendered untenable by reason of such loss or destruction shall be abated.

**7. TENANT'S AGREEMENTS.****a. CONDITION AND INVENTORY.** Tenant agrees that:

- (1) Rental unit is clean and in a good state of repair, with all appliances, plumbing, and light fixtures in working order, and clean filters in heating system where applicable. Any exceptions shall be noted on inventory sheet or brought to attention of Owner or Owner's agent within three days after taking possession.
- (2) Smoke detectors are in proper working order and henceforth Tenant agrees to keep electricity provided either through battery or public power company as applicable. \_\_\_\_\_ initials (  If checked, see move in inspection form.)
- (3) That all personal property now upon the premises shall remain on the premises. If separate inventory has been prepared, check here  , and attach.

**b. USE.**

- (1) **TENANT'S PROPERTY.** Owner is not responsible for Tenant's personal property. Tenant agrees to be responsible for keeping or not keeping his/her property insured against all damages. (Waiver of subrogation) Owner shall not be liable for damages or losses to person or property of the Tenant caused by other residents or other persons. Owner 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, or other causes whatsoever unless the same is due to the negligence of the Owner. Owner shall not be responsible for any of 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. If checked  As a requirement of occupancy, Tenant must continuously carry renters insurance with provision for owner notification of cancellation, and provide proof of insurance to Owner within \_\_\_\_ days.
- (2) **OCCUPANTS AND GUESTS.** The premises shall be occupied as living quarters for no more than \_\_\_\_\_ persons. Only those persons who have signed this rental agreement and their minor children/step children/foster children may reside here. Guests may stay for a maximum of two weeks unless there is prior approval by the Owner. If unauthorized persons stay in the unit longer than 2 weeks, cumulatively (within one year) or consecutively, Owner has the option of requiring them to sign this rental agreement or terminating this agreement in the entirety.
- (3) **UNLAWFUL OR HAZARDOUS USE.** Tenant shall make no unlawful use of the premises, nor conduct any illegal activities on the premises, nor shall any nuisance be maintained nor any dangerous activities or use carried on which will or can adversely affect fire insurance ratings or constitute any hazard to persons or to the premises.
- (4) **PETS.** Pets are not permitted, unless there is prior approval by Owner/Manager. If pets are permitted (check here  ) only those kind and number of pets listed below are permitted and Tenant agrees to sign a pet agreement and pay an additional deposit of \$ \_\_\_\_\_.
- Following pets permitted: \_\_\_\_\_
- (5) **UTILITIES.** Tenant shall pay all utilities with respect to the premises, EXCEPT the following which shall be furnished by Owner: \_\_\_\_\_ If utilities are furnished, or to the extent utilities are furnished, Tenant agrees to conserve the same. Should Tenant's usage be excessive in the opinion of Owner, Owner reserves the right to make an extra charge for such excessive use. If utilities essential to the heating of the premises are not furnished, Tenant agrees to provide said utilities and to pay promptly all charges therefore which shall be made by the utility company furnishing the same. Tenant is responsible for insuring that heat is maintained in the unit to prevent damage from freezing. Tenant expressly assumes the risk of loss or damage to the premises, and shall pay for all such loss or damage caused by any freezing which results from Tenant's failure to provide proper heating or other action by Tenant (including loss of heating because utilities were shut off due to nonpayment of bills if Tenant is responsible for paying those bills).
- (6) **LOUD NOISE/DISTURBANCES.** Tenant agrees not to play or operate any musical instrument, stereo, CD, cassette, radio, television, or any other equipment/machines, loud enough to be heard by neighbors or other tenants during the hours after 10:30 P.M. until 8:00 A.M. Tenant shall conduct himself, and require other persons on the premises with Tenant's consent to conduct themselves, in a manner that does not unreasonably disturb other tenants or neighbors or constitute a breach of the peace, at any time of the day or night.
- (7) **SIGNS.** Tenant shall not post any signs or advertising material at any location in or upon the premises.
- (8) **ASSIGNMENT: SUBLEASE.** Tenant shall not assign this agreement, nor sublease the premises, or any part thereof, without the prior written consent of Owner.
- (9) **INSPECTION.** Tenant agrees that Owner or Owner's authorized agent may enter upon the premises at reasonable times and intervals to inspect, repair, and maintain the same, or to show the property to any prospective buyer, or any loan or insurance agent. After notice of termination of this tenancy has been given by either party, Owner may enter and show the premises to any prospective tenant after giving Tenant a minimum of 16 hours notice.
- (10) **RULES.** If the rented premises are a unit of a multiple dwelling, Tenant agrees to abide by such reasonable rules and regulations as owner may from time to time establish for all tenants of such multiple dwelling.
- (11) **BAD CHECKS.** In the event the Tenant's bank dishonors his or her check, the Tenant agrees to pay to the Owner \$20.00 for each occurrence to cover Owner's administrative costs. After 2 dishonored checks, Owner may require that Tenant make any future payments only by cash, certified funds, or money order.
- (12) **MOTOR VEHICLES.** Tenants are authorized to have not more than \_\_\_\_\_ motor vehicles at (in the street) or on the premises. Inoperable motor vehicles will not be stored at or on the premises for longer than 30 days. Fluids leaking from vehicles will be cleaned up immediately and the problem corrected or the vehicle removed from the premises.

**c. CARE AND MAINTENANCE.** Tenant shall maintain the rented premises in a clean and orderly condition.

- (1) **NAILS, SCREWS, TACKS, ETC.** Tenant agrees not to drive nails, screws, tacks, or other objects into concrete or stone walls or woodwork. Tenant is authorized to use small nails or screws to hang pictures, etc., provided Tenant removes them and fills the holes when moving out. If there are an excessive amount of holes (filled or not) that the wall looks unsightly and it is necessary to repaint the wall, Tenant will be responsible for repainting or paying for it to be done.
- (2) **UNAUTHORIZED PAINTING/ALTERATIONS.** Tenant shall not paint any of the premises except upon Owner's prior written consent, and upon such conditions as Owner may impose in connection with such consent. Should Tenant, after beginning any approved painting project, vacate the premises before finishing the painting and should Tenant leave any room or adjoining surfaces between rooms partially completed, after having originally agreed to paint said entire room or adjoining surface, Tenant shall be liable to Owner for Owner's expenses in finishing or having finished said painting project. Tenant shall make no alterations to the building, nor shall Tenant permit any remodeling, except upon the prior written approval of Owner. No outdoor radio or television antennae of any kind may be installed without written permission of the Owner.
- (3) **DAMAGES/REPAIRS.** All maintenance problems or damages must be brought to the attention of the Owner as soon as possible for determination of responsibility and proper disposition. Any repairs made or contracted by Tenant without the written permission of the Owner or Owner's agent shall be the responsibility of the Tenant. Tenant will be held liable for any damages caused by Tenant's negligence, lack of upkeep (such as furnace damage caused by failure to clean or replace air filters), misuse (such as damage to a refrigerator caused by puncturing of refrigerator cooling system, usually done trying to expedite defrosting, ), pets, or any additional damage caused as the result of Tenant's failure to report maintenance problems to Owner in a timely manner. Tenant will be responsible for damage caused by negligent overflows of water. Tenant shall be responsible for repair or replacement, as required, of damage or breakage caused by visitors on the premises to whom the Tenant is acting as host. Tenant is responsible for any damage caused by others (i.e. vandalism, break-ins, etc.) which is not reported immediately (within 24 hours) to police or insurance company and owner, as appropriate. Tenant will reimburse Owner for any repairs necessary within 30 days of delivery of the invoice for the charges unless otherwise agreed upon in writing.