



## Rent / Lease Agreement

This Agreement is made between Joseph Rafferty Property Management (JRPM), acting as agent for owner (INVESTOR), of the below named property (PROPERTY), and all occupants 18 years old and older:

\_\_\_\_\_

called TENANT(s), and all occupants less than 18 years old:

\_\_\_\_\_

on \_\_\_\_\_ (Date).

### 1. Property

Because TENANT(s) agree to pay rent and obey the covenants in this Rent / Lease Agreement (RLA), INVESTOR agrees to rent / lease to TENANT(s) the following PROPERTY;

Street address	City,	State	Zip code
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### 2. Rent

The rent shall be \$850 per month payable in advance with funds available to JRPM upon the first day of each calendar month. Rent is not considered paid or received until funds clear the bank, therefore late fees will apply until funds clear the bank. (This means, for example, if a check is mailed or online payment authorized, the funds must clear the bank before or upon the first day of the month.)

- ◆ Accepted forms of payment are check, cash, certified check, money order, direct deposit, PayPal and online written to Joseph Rafferty Property Management , 5948 Ensign Ave. Nampa, Idaho 83686 unless directed otherwise. Checks must be from TENANT(s). Post dated and second and third party checks will not be accepted
- ◆ Early Payment Discount: If complete rent and fees due have cleared the bank as defined above before 1AM on the 1<sup>st</sup> day of the current month, (no exceptions for partial payments, weekends, holidays or postal delays) TENANT(s) shall receive a \$50 discount for that month's rent.
- ◆ Late rents and fees: If rent and/or fees have not cleared the bank as defined above before 5PM on the 5<sup>th</sup> day of the month (no exceptions for weekends, holidays or postal delays), it is late and TENANT(s) will be charged and agrees to pay a late fee of \$50.00 plus \$5 per day from the 6<sup>th</sup> day of the month until paid.
- ◆ Returned check fee: (not-sufficient funds or NSF): An additional fee of \$25 will be charged for returned checks.

For example, the rent check is mailed the 1<sup>st</sup> of the month, arrives the 3<sup>rd</sup>, deposited the 4<sup>th</sup> but is returned the 5<sup>th</sup>. JRPM notifies TENANT(s) the 6<sup>th</sup>. TENANT(s) pay the rent plus the Returned Check Fee plus the Late Rent Fee with guaranteed funds (cashier's check, money order, debit or credit card) the 7<sup>th</sup> day = rent + \$25 + \$50 + \$5 = rent +\$80.

### 3. Term

The minimum term of this RLA shall be \_\_\_\_\_ months, beginning on December 5<sup>th</sup> 2014 (date) and ending on \_\_\_\_\_ (date), hereinafter call LEASE PERIOD. After the LEASE PERIOD, this RLA shall become a month-to-month rental and under the same terms and conditions.

### 4. Deposits

TENANT(s) hereby deposit the following funds. These deposits are to guarantee the return of the premises to the INVESTOR in the same condition as when accepted by TENANT(s), reasonable wear excepted.

Deposit	\$
Security, Cleaning, Damage and Inspection	
Other deposit (PET)	
<b>Total deposits collected</b>	

- ◆ TENANT(s) can not use these deposits for rent.

## Property Management Agreement

- ◆ JRPM will furnish, no later than 30 days after TENANT(s) obligations under this RLA are complete, an itemized statement and check for funds due, if any. TENANT(s) acknowledge obligation to pay all funds due, return all keys, cards and garage door openers, successfully complete Check-Out Process and completely vacate the PROPERTY. Should the TENANT(s) be responsible for more than the value of the deposits, TENANT(s) agree to pay JRPM upon receiving the statement.
- ◆ The deposit refund check will be made out to all the people designated as TENANT(s) in this RLA, as amended as of the day the TENANT(s) obligations are complete. (This means, for example, each person must endorse the check before it can be cashed or deposited.)
- ◆ TENANT(s) acknowledge that the deposits listed in this RLA are collected by JRPM for the INVESTOR. If the management of this PROPERTY is transferred to the INVESTOR or any other agent designated by the INVESTOR, TENANT(s) agree to pursue any refund directly from INVESTOR or other agent.

### 5. Occupancy

- ◆ This RLA is between JRPM and each person designated TENANT(s). In the event of default by any one person, each and every remaining person shall be responsible for timely payment of rent and all other provisions of this RLA. Requests and notices from any one TENANT(s), including but not limited to Notice of Lease Termination, maintenance requests, and entry permissions, shall be deemed from all TENANT(s). In eviction cases, or for any other purposes of providing notice, any one of the TENANT(s) shall be considered the agent for all the TENANT(s) for the purposes of providing notices and service of judicial process.
- ◆ Use of PROPERTY: The PROPERTY shall be used as a residence only. Operating a business from this property is prohibited. TENANT(s) agree to comply with all requirements imposed by all applicable state and local housing, health and safety codes. TENANT(s) shall pay all fines or charges resulting from any violation by TENANT(s), guest or licensee of TENANT(s). PROPERTY shall not be used for any purpose deemed hazardous by JRPM, INVESTOR or INVESTOR's insurance company, including but not limited to storage of gasoline and flammable liquids.
- ◆ Only the people specifically named in this RLA may occupy the PROPERTY. Occupancy by anyone other than those named above for more than 10 nights within 30 days without JRPM written approval constitutes a breach of this RLA.
- ◆ TENANT(s) agree to notify JRPM in writing of any absences over 2 weeks from the PROPERTY and to request authorization if other person(s) will occupy the PROPERTY while TENANT(s) are absent.
- ◆ Possession of PROPERTY:
  - JRPM and/or INVESTOR shall not be liable for any damage due to late delivery of possession of the PROPERTY to TENANT(s) nor shall this RLA be void or voidable for 5 days.
  - TENANT(s) may terminate this RLA with full refund of deposits if JRPM cannot deliver possession of PROPERTY within 5 days of the beginning date of the LEASE PERIOD.
  - TENANT(s) shall not be liable for any rent until possession is delivered.

### 6. Pro-rated Rent

- ◆ Move-In: If the beginning date for the LEASE PERIOD is not the first day of a calendar month, rent shall be a pro-rated portion of a full month's rent, calculated on a daily (365 day year) basis from the beginning date until the first day of the following calendar month and shall be payable in advance.  
Pro-rated Move-In Rent = (monthly rent) x (number of days remaining) x (12/365)
- ◆ Move-Out: TENANT(s) are responsible for rent up to the 30<sup>th</sup> day of their 30-day Notice to Vacate, hereafter called 30<sup>th</sup> Day. (For example, TENANT(s) give Notice to Vacate on November 10; TENANT(s) are responsible for all of November and 10 days in December. If the 10 days pro-rated rent is not paid as agreed to in paragraph 2 on or before the first of December, late fees will apply. In this example, Pro-rated Move-Out Rent = (monthly rent) x (10) x (12/365))

### 7. Move-In Inspection

\_\_\_\_\_ (Initials) Thirty five dollars (\$35) is charged for managing the move-in process, including inspection and providing a copy of the Checklist to the TENANT(s). The Move-In Inspection Checklist is part of this RLA and provides a record of the condition of PROPERTY and keys, cards and controls given to TENANT(s)

### 8. Carpets Professionally Cleaned

\_\_\_\_\_ (Initials) At move out, the carpets must be professionally cleaned after all of your possessions are moved out and before the move-out inspection. You can arrange for the cleaning and pay the service person directly or you can authorize JRPM to have their service people do the work and deduct the costs from your deposit. If carpets are, in JRPM's opinion, not clean enough, carpets will be professionally cleaned and deducted from deposit.

## Property Management Agreement

### 9. Fireplace / Chimney Professionally Cleaned

This PROPERTY \_\_\_\_\_ does or \_\_\_\_\_ does not have a wood burning fireplace. If it has a wood burning fireplace and the fireplace is used during the tenancy, TENANT(s) agree to thoroughly clean the fire box upon vacating the PROPERTY and JRPM shall hire a professional chimney sweep to clean the chimney at TENANT(s) expense.

### 10. Move-Out Inspection

\_\_\_\_\_ (Initials) Thirty five dollars (\$35) is specifically deducted from deposits for the final inspection of vacated PROPERTY. The Move-Out Inspection shall be performed with or without TENANT(s). TENANT(s) shall have completed all intended cleaning before Move-Out Inspection because no follow up inspections will be considered. Any additional cleaning required prior to new tenants Move-In will be withheld from Deposits. At no time during the inspection will estimates or costs of cleaning or repairs be discussed or promised.

### 11. Move-Out After LEASE PERIOD

This RLA becomes month to month after the LEASE PERIOD and can be terminated with 30 days notice.

- ◆ 30-day Notice to Vacate: TENANT(s) shall obtain "30-Day Notice to Vacate" form from JRPM, \_\_\_\_\_, fill it out completely and submit to JRPM. Verbal notices are not accepted.
- ◆ Early Departure: TENANT(s) may vacate prior to the 30<sup>th</sup> Day by scheduling Move-Out Inspection with JRPM and completing the Move-Out process. However, TENANT(s) obligations continue to the 30<sup>th</sup> day, including rent and utilities. JRPM will put forth reasonable efforts to re-rent the PROPERTY as soon as possible and pro-rate rent back to TENANT(s) any rental funds collected from new tenants.
- ◆ Extending Occupancy (Holdover) beyond 30<sup>th</sup> Day:
  - **With Approval**: TENANT(s) may extend beyond the 30<sup>th</sup> Day without penalty if:
    - TENANT(s) request in writing to extend the 30 Day Notice to Vacate, including a new 30-Day Notice to Vacate with the extended date and pro-rated rent for the Extension Period.
    - JRPM agrees, at JRPM's option, and authorizes the Extension Period.(For example, TENANT(s) gave 30-Day Notice to Vacate on November 10<sup>th</sup> and planned to move out by December 10<sup>th</sup> but found they needed 7 more days to move. TENANT(s) requested as above for December 17, paid 7 days pro-rated rent and received authorization from JRPM for the Extension Period. This may happen for example, at JRPM's option, if the PROPERTY is not committed to new tenants or scheduled for cleaning and maintenance.)
  - **Without Approval**: If TENANT(s) extends occupancy beyond 30<sup>th</sup> Day without approval, TENANT(s) shall be subject to Breach of RLA provisions of the RLA, including but not limited to nonpayment of rent, legal fees and all costs incurred as a result of the breach.

### 12. Breach of Rent / Lease Agreement (RLA)

If the TENANT(s) default on any covenant in this RLA for any reason, this RLA and TENANT(s) occupancy of PROPERTY may be terminated upon three (3) days notice in writing. TENANT(s) shall, by 5:00PM on the third day following that notice, either correct the matter in default or deliver up possession of the PROPERTY to JRPM.

- ◆ Nonpayment of rent: If the default is nonpayment of rent and JRPM starts a legal action to recover possession of PROPERTY and TENANT(s) offer to pay the rent after the legal action is started, JRPM shall not be required to accept the payment unless TENANT(s) pay the entire rental in default plus costs incurred to date which may include but are not limited to attorney's fees, court costs, service fees, late fees and not-sufficient funds fees. (This means, for example, JRPM need not stop any eviction lawsuit if less than the full amount is paid)
- ◆ Within LEASE PERIOD: If this RLA is terminated for any reason within the LEASE PERIOD, TENANT(s) agree to pay the costs of re-renting the PROPERTY, including but not limited to lost rents, any move-in incentives to replacement tenants, advertising fees, utilities and lease fee of ½ months rent in addition to any and all covenants as described within this RLA.
- ◆ After LEASE PERIOD: If TENANT(s) move out in violation of this RLA, TENANT(s) agree to pay for all costs incurred as a result of the breach. These costs may include but are not limited to attorney's fees, collection costs, not-sufficient funds fees, change of locks, damage, cleaning and costs of re-renting.

### 13. Abandonment While in Breach of RLA

- ◆ With TENANT(s)' possessions remaining in and/or on PROPERTY (7 days): Should TENANT(s) be in breach of this RLA and TENANT(s)' possessions (all or part) remain in and/or on PROPERTY and JRPM posts Abandonment Notice and TENANT(s) be personally absent from the PROPERTY for seven (7) consecutive days and TENANT(s) have not given JRPM written notice of absence, including valid contact information, TENANT(s) shall be deemed to have abandoned PROPERTY as of the day after the Abandonment Notice. On or after the 8<sup>th</sup> day of such abandonment, JRPM may enter into and take possession of PROPERTY and re-rent PROPERTY.

## Property Management Agreement

JRPM shall dispose of TENANT(s) possessions as prescribed by law, including but not limited to sale by Sheriff's auction to recover costs incurred during repossession of and re-renting PROPERTY. For the purpose of calculating damages to JRPM, TENANT(s) shall be deemed to have given a 30-day notice of termination on the 8<sup>th</sup> day.

- ◆ **Without TENANT(s)' possessions remaining in and/or on PROPERTY (1 day):** Should TENANT(s) be in breach of this RLA and TENANT(s)' possessions have been removed from PROPERTY and JRPM posts Abandonment Notice and TENANT(s) be personally absent from the PROPERTY for one (1) day and TENANT(s) have not given JRPM written notice of absence, including valid contact information, TENANT(s) shall be deemed to have abandoned PROPERTY. On or after the 2<sup>nd</sup> day after the Abandonment Notice, JRPM may enter into and take possession of PROPERTY and re-rent PROPERTY. JRPM shall dispose of abandoned possessions, if any, as prescribed by law, including but not limited to sale by Sheriff's auction to recover costs incurred during repossession of and re-renting PROPERTY. For the purpose of calculating damages to JRPM, TENANT(s) shall be deemed to have given a 30-day notice of termination on the 2<sup>nd</sup> day.

### 14. Termination of RLA due to damage of PROPERTY

INVESTOR shall have the risk of loss to PROPERTY (but not TENANT(s) possessions in or on PROPERTY) resulting from, for example, fire, windstorm, hail, lightning or like causes. If PROPERTY is damaged or destroyed, INVESTOR, acting through JRPM, may, among other options, repair the damage or decide that the PROPERTY is unsuitable for occupation and declare this RLA terminated as of the date of such damage or destruction. All rentals due from TENANT(s) during any period PROPERTY is not occupied because of such loss shall be waived or refunded.

### 15. Assignment, subletting and adding occupant or replacing TENANT(s)

- ◆ TENANT(s) may not assign this RLA or sublet any portion of PROPERTY without written agreement with JRPM.
- ◆ Approval for adding occupants under 18 years old will be based on the covenants of this RLA and the Fair Housing guideline of 2 people per bedroom plus 1
- ◆ Persons over 18 years old must qualify through the Rental Application and evaluation process, just as the original TENANT(s). If JRPM approves the applicant, JRPM may require the applicant to sign this RLA and become a TENANT(s) or that a new RLA be signed by the remaining and the replacement TENANT(s).
- ◆ Any TENANT(s) vacating the PROPERTY will automatically transfer that person's interest in the deposits to the new set of people called TENANT(s) and the departing person(s) shall no longer have any refund rights to the deposits. The departing person(s) will not be released from liability for the remaining term of this RLA unless JRPM agrees in writing.

### 16. Utilities

TENANT(s) shall pay in full for all utilities except \_\_\_\_\_, which are paid by JRPM. TENANT(s) shall place utilities in TENANT(s) name before occupancy of PROPERTY and continue until the termination date as evidenced by the proper thirty (30) day Notice to Vacate. TENANT(s) have obligation to notify JRPM prior to any interruption of utility service to Property. Any damage or loss incurred due to TENANT(s) negligence to pay utility bill, abandonment or to inform JRPM of shut off shall be at TENANT(s)' expense. TENANT(s) further agree to work directly with the appropriate utility company and to hold JRPM harmless for charges incurred by TENANT(s). No keys will be issued to TENANT(s) until the appropriate services are put into TENANT(s)' name and verified by JRPM.

### 17. Keys and Controls

JRPM will retain keys to PROPERTY. TENANT(s) will receive keys, cards and remote controls during the Check-In Process.

- ◆ If all of those keys, cards and controls are not returned upon vacancy, TENANT(s) agree to pay the cost of re-keying the PROPERTY and replacing cards and controls.
- ◆ TENANT(s) will be charged rent until all keys and controls are surrendered directly to JRPM. TENANT(s) are not to leave keys in PROPERTY. (for example, TENANT(s) gave notice to vacate Nov 10. TENANT(s) paid all of November's rent and 10 days of pro-rated December rent but did not turn in the keys until December 15. Tenant will be responsible for 5 additional days of December's pro-rated rent plus late fees.)
- ◆ TENANT(s) agree to close and lock all doors and windows during TENANT(s) absence from PROPERTY.

**18. Vehicles** For the purpose of this RLA, the term vehicle means standard passenger vehicles, registered and street legal motorcycles, pickup trucks and small vans. Parking is limited to these classes of road vehicles. Storage and parking of boats, trailers, RV's or any vehicles not of the classes noted above outside of garage is prohibited.

- ◆ TENANT(s) shall not perform any business connected with vehicles on PROPERTY.
- ◆ Vehicles leaking oil or gasoline are to be removed from PROPERTY 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.

## Property Management Agreement

- ◆ The vehicles listed below are authorized on PROPERTY. TENANT(s) agree to submit in writing all change in vehicles or vehicle description to JRPM within five (5) days of the addition or change.

Year	Make	Model	Color

### 19. Pets

For the purpose of this RLA, the term pet includes any animal, reptile, bird, fish, rodent or insect. Support, service, assistance or companion animals are not considered pets. However, to be considered a support, service, assistance or companion animal with the legal protection for their owners of that class animal, it must be required by appropriate medical authority and documented in writing.

This PROPERTY \_\_\_\_ does not allow pet(s) or \_\_\_\_ does allow pet(s) with addition obligations and covenants which are attached and are considered part of this RLA if this box is checked. If allowed at the time this RLA is signed, permission may be revoked at any time by JRPM and/or INVESTOR, at their option.

- ◆ TENANT(s) \_\_\_\_\_ shall (initials) or \_\_\_\_\_ shall not (initials) have pet(s) at any time
- ◆ TENANT(s) \_\_\_\_\_ shall (initials) or \_\_\_\_\_ shall not (initials) have support, service, assistance or companion animal(s) at any time.

### 20. Yard Maintenance

TENANT(s) understand that at all times TENANT(s) are responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly item. TENANT(s) shall not install any plants, trees, flowers or shrubs without prior written approval from JRPM. Any unauthorized installation will be considered damage and TENANT(s) agree to pay for the removal of such plantings and the cost to restore the affected areas to the original condition.

- ◆ \_\_\_\_\_ (initials) TENANT(s) are responsible for maintenance of all landscape. This includes weeding of planters, trimming of grass, 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 irrigations/sprinkler system and reporting problems to JRPM in a timely manner. If TENANT(s) do not care for landscape as required and disregard notice to correct landscape by JRPM, JRPM reserves the right to contract yard maintenance and the TENANT(s) will incur the cost of the landscape maintenance.

### 21. Outside Maintenance

TENANT(s) agree to keep sidewalks and driveways free of ice, snow and debris and in safe condition in accordance to city ordinance. TENANT(s) shall not litter. All cigarette butts must be placed in a proper container and properly disposed of. TENANT(s) agree to pickup trash and debris that blow onto or appear on PROPERTY, no matter the source.

### 22. Trash and Containers

TENANT(s) agree 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(s) shall place all garbage inside containers with lids. Items too large to fit into the trash shall not be placed in or near the container and TENANT(s) agree to remove these items from PROPERTY immediately at TENANT(s) expense. If the trash removal company refuses to remove any portion of TENANT(s) garbage, TENANT(s) agree to remove it from PROPERTY immediately at TENANT(s) expense.

### 23. Repairs and Malfunctions

All service or repairs which are the responsibility of JRPM shall be requested by phone, mail, fax or online at \_\_\_\_\_. TENANT(s) shall not make repairs or hire contractors to make repairs. JRPM shall respond to the emergency maintenance request as soon as possible. For purposes of this RLA, emergency maintenance is uncontrollable water, backed up sewer, electrical problem endangering life or smell of gas. TENANT(s) are directed to call 911 for emergencies causing immediate danger such as fire or flood. Non-emergency requests will be scheduled and responded to within one week of notification. If TENANT(s) have not been contacted by a contractor within three (3) days, TENANT(s) agree to contact JRPM immediately. TENANT(s) agree to attempt to remedy all of the maintenance issues in the attached "Maintenance Issues and Remedies."

\_\_\_\_\_ (Initials) TENANT(s) agree to pay for unnecessary workman service calls (for example to remedy a maintenance issue that could have been remedied by TENANT(s) using "Maintenance Issues and Remedies") or for extra service calls caused by TENANT(s) not keeping appointment with workman.

# Property Management Agreement

## 24. Entry and Inspection

\_\_\_\_\_ (Initials) JRPM has the right to enter the PROPERTY with twenty-four 24 hours notice and TENANT(s) agree not to unreasonably withhold consent to show the PROPERTY to prospective tenants, workmen, contractors, purchasers, or insurance agents and for JRPM to inspect the PROPERTY. Unreasonable refusal is a violation of the lease and creates a \$100 charge per occurrence. During the last thirty (30) days of occupancy, TENANT(s) authorizes JRPM to inspect the PROPERTY and place a 'For Rent' sign on the PROPERTY and to show PROPERTY to prospective tenants.

## 25. Access for Repairs

\_\_\_\_\_ (Initials). JRPM or designated maintenance contractors and personnel have the right to enter the PROPERTY with twenty-four 24 hours notice and TENANT(s) agree not to unreasonably withhold consent to repair or maintain the property. Unreasonable refusal is a violation of the lease and creates a \$100 charge per occurrence. With TENANT(s) agreement, JRPM shall check out a key to maintenance contractors and personnel for the sole purpose to gain access during normal business hours.

## 26. TENANT(s) Responsibility to Care and Maintain PROPERTY

- ◆ Keep PROPERTY clean, sanitary and free from objectionable odors inside and out and in good order and condition and shall not mar or deface the walls, woodwork or any part of PROPERTY
- ◆ Report items needing repair to JRPM
- ◆ Pay for damage to PROPERTY as a result of failure to report a problem in a timely manner
- ◆ Pay JRPM upon demand for costs to repair any portion of PROPERTY damaged, whether through act of negligence by TENANT(s), TENANT(s)' guests or invitees.
- ◆ In the event of a 'break-in', supply JRPM with a copy of the Police Report. Should TENANT(s) fail to do so; TENANT(s) agree to pay repair costs.
- ◆ Replace any broken or cracked glass, no matter what the circumstances of breakage, unless Police Report details circumstances of breakage.
- ◆ Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
- ◆ Maintain minor and simple repairs such as replacing light bulbs, smoke detector batteries, and cleaning or replacing furnace filters every month. Upon Check-Out, all missing or expired batteries and light bulbs will be replaced at TENANT(s) expense.
- ◆ Carpet cleaning when it becomes soiled during occupancy.
- ◆ Maintaining normal insect control
- ◆ TENANT(s) agree to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects, including but not limited to; diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt or rocks.
- ◆ Notify JRPM of malfunction in any part of the heating, air-conditioning, ventilation or electrical systems

## 27. Moisture

- ◆ TENANT(s) shall remove any visible moisture in or on PROPERTY, 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 using any fixture or object that produces steam; and keep climate and moisture in PROPERTY at reasonable levels
- ◆ TENANT(s) shall promptly notify JRPM of:
  - Water leak, excessive moisture or standing water
    - In or around PROPERTY.
    - In or around any community common area.
  - Mold growth in or around PROPERTY that persists after TENANT(s) have tried several times to remove it with a bleach and water solution.

## 28. Smoking Not Allowed

TENANT(s), guests nor any other persons shall be allowed to smoke in or on PROPERTY. This includes cigarettes, candles and incense or anything that can damage PROPERTY through odor or burn marks or cause a fire hazard. Any violation shall be deemed an important violation of this RLA. Damage includes but is not limited to deodorizing carpet and draperies, wax removal, additional paint preparation, replacing drapes, repair or replacing carpet, countertops or any other surface damaged due to burn marks and/or smoke damage. TENANT(s) agree to pay \$50 to ionize PROPERTY to remove all unwanted odors from any cause.

## Property Management Agreement

### 29. Lock Outs and Lost Keys

TENANT(s) agree to pay \$25 for JRPM to re-issue a key due to lock out or lost key.

### 30. Lead Paint

\_\_\_\_ (Initials) PROPERTY was built after January 1, 1978 and does not require a lead based paint addendum  
\_\_\_\_ (Initials) PROPERTY was built prior to January 1, 1978 and TENANT(s) are notified that PROPERTY may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. JRPM has no knowledge of lead based paint and/or lead based paint hazards in or around PROPERTY.  
\_\_\_\_ (Initials) TENANT(s) have received the pamphlet, "Protect Your Family from Lead in Your Home."

### 31. Signs

No signs of any kind shall be displayed on or from PROPERTY or vehicle without prior written approval of JRPM.

### 32. Noise and Nuisance

The conduct of TENANT(s), guests or any other persons shall not be loud, obnoxious or unlawful and shall not disturb the rights, comforts, health, safety or conveniences of other persons in or near PROPERTY. They shall not violate any law or ordinance or commit waste or a nuisance upon or about PROPERTY. The use of firecrackers, fireworks or firearms in or around PROPERTY is strictly forbidden. TENANT(s) agree to first attempt to resolve disturbances among themselves. If that fails, TENANT(s) shall notify local authorities and file a report for said action and forward a copy of the police report to JRPM within five (5) days. TENANT(s) agree not to move in or out between 10:00 PM and 7:00 AM.

### 33. Balconies and Patios

- ◆ Storing or displaying on patios, terraces or balconies of boxes, bicycles, refuse, clothing, towels, and other belongings which are not patio furniture is prohibited.
- ◆ Gas BBQ grill may be stored and used on the patio or balcony only with the express understanding that the TENANT(s) are solely liable for any damage resulting from such storage or use.
- ◆ Charcoal BBQ grill is prohibited unless approved by JRPM.

### 34. Storage in Hallways and Common Areas:

Storage in hallways and common areas of bicycles, furniture or any other objects is not allowed.

### 35. Insurance

- ◆ TENANT(s) are to provide own insurance for their general liability and possessions both inside and outside PROPERTY for all causes. TENANT(s) indemnify and hold harmless JRPM and INVESTOR for all damage and costs, including attorney's fees, arising from TENANT(s)' or guests', invited or uninvited, acts, omissions or negligence or resulting from PROPERTY, such as being out of repair or by bursting or leakage of pipes or by theft, unless caused by the gross negligence or willful misconduct of JRPM or INVESTOR.
- ◆ TENANT(s) are hereby notified that TENANT(s) are responsible for damage to PROPERTY due to TENANT(s) negligence or malfunction of TENANT(s) property. (For example; water damage due to leaking of washing machine owned by TENANT(s) or fires due to TENANT(s)' or guests' carelessness with cigarettes and other combustibles.) JRPM recommends TENANT(s) verify their insurance covers such damage.

### 36. Attractive Nuisance

\_\_\_\_ (Initials) TENANT(s) shall not install an attractive nuisance including but not limited to a swimming pool, slip & slide or trampoline. If installed without written permission, TENANT(s) acknowledge their sole responsibility for control of access, maintenance and usage by TENANT(s) and invited and uninvited guests.

### 37. Alterations to PROPERTY

TENANT(s) shall not repair, decorate, paint, wallpaper, add or change locks or make any other alterations to PROPERTY without JRPM's prior written consent except as provided by law and this RLA. No nails, screws or other fasteners may be placed in the doors, exterior siding or woodwork. No tape or adhesives may be used on any surface in or on PROPERTY, including but not limited to refrigerators, doors, walls or siding. TENANT(s) shall hold JRPM harmless as to any mechanics' lien recordation or proceeding caused by TENANT(s) and agree to indemnify JRPM in the event of any such claim or proceeding.

- ◆ Reasonable Modification: TENANT(s) requests the following reasonable modification to the physical PROPERTY allowing TENANT(s) with a disability to overcome obstacles that interfere with TENANT(s) use of PROPERTY or common area: \_\_\_\_\_  
TENANT(s) understand they will pay for returning PROPERTY to original condition upon end of occupancy.

# Property Management Agreement

### 38. Reasonable Accommodation:

TENANT(s) request the following reasonable exception or change to a rule, policy, service or regulation that will assist TENANT(s) with a disability in occupying PROPERTY: \_\_\_\_\_

### 39. Satellite Dish and Cable Installation

Any installation of a satellite dish or cable requires JRPM's approval prior to installation. Any equipment attached to PROPERTY is not allowed and could result in a fine of up to \$500 in addition to all repairs necessary to restore PROPERTY to its original condition.

### 40. Military Clause

\_\_\_\_\_ (initials) TENANT(s) are not members of the military and do not require a military clause. Additionally, TENANT(s) agree to notify JRPM in advance and in writing if any occupant joins any branch of the military.

\_\_\_\_\_ (initials) TENANT(s) are members of the military and will be released from this RLA if military orders command them to relocate to an assignment farther than twenty (20) miles from PROPERTY.

### 41. Service Fees:

\_\_\_\_\_ (initials) TENANT(s) agrees to pay \$25 for each notice of eviction delivered to PROPERTY.

### 42. Interpretation of Contract

\_\_\_\_\_ (initials) TENANT(s) do not need an interpreter and can understand this RLA in its entirety.

\_\_\_\_\_ (initials) TENANT(s) do need an interpreter for renting PROPERTY and understanding this RLA and the following person has accurately interpreted the documents so that TENANT(s) understand their obligations:

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Signature	Name	Address	ID
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### 43. Co-signer Obligations

By signing below, Co-signer promise to guarantee TENANT(s) compliance with the financial obligations of this RLA. Cosigner may be required to pay, for example but not limited to current and past due rent, collection costs, non-sufficient funds fees, court costs and costs that exceed Deposits. Co-signer further agrees that JRPM will have no obligation to report to Co-signer should TENANT(s) fail to abide by this RLA 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 JRPM has agreed to rent to TENANT(s) only because of this guaranty and the continued validity of this guaranty is a material term of this RLA. Co-signer further understands that if GBM and Co-signer are involved in any legal proceeding arising out of this RLA, 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.

### 44. General Provisions

- ◆ **Contact Information and Employment:** TENANT(s) agree to maintain accurate and current telephone and other contact information as well as employment information with JRPM.
- ◆ **Drug-Free Housing:** \_\_\_\_\_ (initials) TENANT(s), guest or any other persons shall not facilitate or engage in criminal activity including but not limited to drug related activity in or near PROPERTY. Drug related criminal activity includes illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. TENANT(s) will not engage in acts of violence or threats of violence on or near PROPERTY. Violation of the above provisions shall be an important violation of this RLA and good cause for termination of tenancy.
- ◆ Headings are for convenience and do not limit or amplify the terms of this RLA
- ◆ TENANT(s) understand and agree that the terms TENANT(s), JRPM and INVESTOR shall include executors, administrators, successors, heirs and assigns of the parties hereto and the term JRPM shall include managers, janitors, maintenance and repair persons and other agents for JRPM.
- ◆ **Eminent Domain:** If all or any part of PROPERTY is taken by or sold under threat of appropriation, this RLA shall terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired and for damages to residue, if any, will belong entirely to INVESTOR and no amount will be payable to TENANT(s).
- ◆ **Disclosure of information:** TENANT(s) may from time to time authorize JRPM to disclose information regarding this RLA and the TENANT(s) to third-parties, including but limited to future landlords and mortgage lenders. JRPM will provide this information but reserves the right to charge a reasonable fee to the receiving party for



# Property Management Agreement

providing such disclosure. TENANT(s) understand that the receiving party may impose any such charges back upon the TENANT(s).

- ◆ **Credit Report Impact of Breach of RLA:** TENANT(s) understand that if TENANT(s) fails to fulfill the terms of this RLA, a negative comment may be submitted to credit reporting agencies.
- ◆ **Compliance:** This agreement shall be governed by the laws of the State of Idaho.
- ◆ **This is the Entire Agreement:** Time is of the essence. This is the complete and exclusive agreement among the below signed parties. All prior and verbal agreements, if any, are incorporated into this RLA.
- ◆ **Non-waiver Clause:** JRPM's failure to strictly enforce individual terms of this RLA does not constitute waiving JRPM's rights to enforce the specific term, condition or policy.
- ◆ **Attorney fees:** If JRPM retains an attorney to enforce the terms of this RLA, TENANT(s) agrees to pay these fees. Also, in any legal action, the prevailing party shall be entitled to reasonable attorney's fees to be paid by the losing party.. This clause applies whether or not this RLA is terminated or whether or not JRPM files a formal lawsuit, action or proceeding in court.
- ◆ **Application of Funds:** Monies paid by TENANT(s) shall be applied in the following order; 1) non-sufficient fund fees, late fees and/or service fees, 2) TENANT(s) caused billings, 3) past due utilities, 4) attorney fees, 5) TENANT(s) caused property damage, 6) past due rent, oldest month to newest.
- ◆ **Agent:** TENANT(s) understand that JRPM is the authorized agent of INVESTOR. All communication to INVESTOR shall be directed to JRPM. All communication from JRPM shall be considered communications from the INVESTOR. This RLA shall be binding if management of the PROPERTY is transferred to the INVESTOR or any agent designated by the INVESTOR.
- ◆ **Severability:** If any provision of this RLA shall be held by any Court to be unlawful, all of the remaining provisions of the RLA shall remain in full force and effect.

## 45. Attachments

TENANT(s) acknowledges receipt of the following documents

_____ (initial) Maintenance Request	_____ (initial) Utility Accounts
_____ (initial) 30-Day Notice to Vacate	_____ (initial) Payment Alternatives
_____ (initial) Pet Addendum	_____ (initial) Lead Base Paint Pamphlet
_____ (initial) Renter Indemnification Addendum	

**46. Legal Notice:** Any notice required or permitted to be delivered by this RLA shall be in writing and shall be considered to be delivered when delivered personally or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the following address.

TENANT(s)	JRPM
_____	Joseph Rafferty Property Management
_____	5948 Ensign Ave.
_____	Garden City, Idaho 83714
Phone: _____	Phone: 208-649-4776
Email: _____	Email: <a href="mailto:Joseph@JRPMB Boise.com">Joseph@JRPMB Boise.com</a>

# Property Management Agreement

## 47. Funds to Be Collected

	Funds Due	Funds Paid	Check #	Date
Application Fees				
Total Deposits				
Non-refundable pet fee (not for security, cleaning or damage)				
Move-in Process				
Pro-rated Move-In Rent				
Rent Due				
Other				
<b>Total</b>				

**Signed by:** TENANT(s) agree that misrepresentation in this RLA shall be sufficient cause to terminate it.

TENANT(s):

JRPM:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Joseph Rafferty\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**Signature**

Principle, Joseph Rafferty Property Management  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Printed Name