

Fixxii, Inc.

3543 E. Tecate Lane • Meridian, ID 83646 (208) 615-4955

# 1. Residency and Financials

## 1.1 PARTIES TO THIS LEASE AGREEMENT ARE:

This Lease Contract is between you, the undersigned resident(s):

and us, the owner/agent: Fixxii, Inc.

3543 E. Tecate Lane  
Meridian, ID 83646

You've agreed to rent the property located at

3543 E. Tecate Lane Building\_\_\_\_\_ Unit\_\_\_\_\_  
Meridian, ID 83646

## 1.2 ADDITIONAL OCCUPANTS OF HOUSEHOLD

List all occupant(s) of household:

## 1.3 LEASE DURATION

The initial period of the lease shall start on the \_\_\_\_/\_\_\_\_/\_\_\_\_\_ and shall end at midnight on the \_\_\_\_/\_\_\_\_/\_\_\_\_\_.

1.3.1 At a minimum of 3 business days prior to termination of the lease period Lessee(s) and Lessor, or Lessor's agent shall commence a walk through of the Premises to determine any damage, defects and general suitability for re-rental. This 72 hour period will be used to correct and rectify Premises to current rental condition as of the date of this lease.

1.3.1.1 The walk through procedure and expectation is made hereto as ADDENDUM A.

1.3.2 If walk through or Period of Lease end on a weekend or holiday then extra time and non weekend or holiday days must be accounted for to commence and complete walk through.

1.3.3 Unauthorized extension of lease will result in a \$500 (five-hundred dollar) penalty.

## 1.4 EXTENSION OPTION:

A. At the end of the initial period of the lease, this lease shall lapse and be of no further force or effect. The Lessee(s) shall have the option to extend the lease for a subsequent period equivalent to the initial period, subject to approval by the Lessor. Should the Lessee(s) wish to exercise this

option, application must be made to the Lessor by his/her agent in writing at least 2 (two) calendar months prior to the end of the initial period, failing which the option lapses.

B. After the initial period of the lease, this Lease Agreement may be cancelled by the Lessor.

C. For the purposes of this Lease Agreement a month shall be construed to be a calendar month.

## 1.5 RENTS AND CHARGES

The monthly rental for the premises for the initial period is an amount of \$\_\_\_\_\_ per month for rent.

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1.5.1 The rental includes an amount payable for rates and taxes/levies in respect of the Premises to the local authority concerned which will be payable by the Lessor.

1.5.2 The first month's rent and/or prorated rent amount of \$\_\_\_\_\_ shall be due prior to move-in. This amount is rent only and does not include additional funds that may be used for a deposit.

1.5.3 The Lessor may increase the rent after given 30 days written notice in the case of the following: A) Changes required by law

B) Changes in rules relating to health and safety C) Termination upon Default: If the Lessee(s) are in breach of any material provision, aspect or requirement of this Lease, and the Lessor has given the Lessee(s) written notice of default and opportunity to cure as detailed in Paragraph 13, and, if in said Notice of Default the Lessor has advised Lessee(s) that if the Lessee(s) fail or refuse to cure within the three (3) days provided, that the lease will terminate automatically and without additional notice if the Lessee(s) fail to timely cure, then this Agreement is terminated because of the Lessee(s) failure to cure and the Lessee(s) are to vacate the premises on or before the end of the month. If Lessee(s) fail to cure and the Lease is terminated by the Lessor and the Lessee(s) fail to vacate the premises on time, then commencing with the first day of the next month Lessee(s) owe Lessor rent in advance equal to three (3) times the monthly rent set forth in Paragraph 6.1. The Lessee(s) hereby waive any additional notice with regard to this rent increase and they hereby acknowledge and agree that their failure to cure is a breach of this Lease and grounds for termination of this Lease and with such termination of Lease, if Lessee(s) have not vacated the premises by the end of the month in which termination occurred, the Landlord is entitled to three (3) times the monthly rent until Lessee(s) do in fact vacate the premises. Lessor is not required to give Lessee(s) any additional or other notice of said rent increase. Lessor is entitled to all damages resulting from Lessee(s) breach of this Lease in addition to the increased monthly rent.

1.5.4 Rental shall be paid monthly in advance on or before the first day of the month, without a deduction, set or demand whatsoever to

3543 E. Tecate Lane  
Meridian, ID 83646

Online payment through the Tenant Portal, Credit card, personal check, cashiers check, or money order are acceptable forms of payment.

1.5.5 Lessee(s) agree to pay a late payment charge of \$50.00 Flat Fee if rent is not received within 2 days after the due date to cover collection fees and/or additional administration fees. Lessee(s) agree to pay rent by cashier's check or electronic transfer.

1.5.5.1 Lessee(s) agree to pay an additional daily fee in the amount of \$25.00 for rent received on Day 3 and each day thereafter.

1.5.6 In the event of the rental or any portion thereof not being paid on the due date, or the Lessee(s) failing to meet the obligation under this Lease Agreement, or the Lessee(s) surrendering the estate or being sequestered, provisionally or otherwise, the Lessor shall be entitled to by written notice require the Lessee(s) to comply with the specific obligation which he has failed to meet within 3 (THREE) days after receiving the said written notice by hand or within 3 (THREE) days after the sending thereof per certified mail, and should the Lessee(s) still fail to comply with such obligation the Lessor shall be entitled to:

1.5.6.1 cancel this Lease Agreement, eject the Lessee(s) and/or any other persons occupying the premises without prejudice of his rights to claim arrears rental;

1.5.6.2 claim payment of any arrears rental or any other monies due, be it compensation for damages to the premises, or damages arising out of the breach of the Agreement by the Lessee(s).

1.5.7 In the event of the Lessee(s) not vacating the property after cancellation of the Agreement by leaving his property or possession behind, the Lessee(s) shall be liable for the rental.

1.5.8 The Lessee(s) shall not be entitled to any reduction in rental while the Lessor does repairs to the premises.

1.5.9 A charge of \$50 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/ Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

## 1.6 SECURITY DEPOSIT

The Lessee(s) must deposit an amount of \$1,000.00 with the Lessor on signature of this Lease Agreement. This deposit will be held by the Lessor and may be used at any time to repair damages caused by the Lessee(s) to the Premises. Whenever any portion is so applied, the Lessee(s) shall on demand re-instate the deposit to the original amount. The Lessor at the Lessor's discretion may apply any monies received for rent or otherwise towards reinstating the deposit amount. The deposit or balance thereof will be refunded to the Lessee(s) when this Agreement expires and after inspection of the Premises but not later than sixty days after this Agreement expires. The deposit may also be utilized for the payment of amounts due and owing by the Lessee(s) in terms of this Lease Agreement as well as the cost of repairing damage (other than ordinary wear and tear) to the Premises and/or replacing lost keys. This provision is purely for the benefit of the Lessor and does not relieve the Lessee(s) in any way from the obligation of any other payment or liabilities in terms thereof.

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1.6.1 The Lessee(s) shall not under any circumstances be entitled in the final month of the tenancy to withhold payment of the rent or portion of the rent for the final month and to set off such payment against any deposit which the Lessee(s) may have paid in terms of this Lease Agreement.

1.6.2 Pets shall not be allowed without the prior written consent of the Lessor.

## 1.7 JOINT AND SEVERAL TENANCY

We understand and agree that our obligations are joint and several. We understand that we will be responsible for our individual obligations as well as the obligations of all other tenants signing this agreement. This includes paying rent and all other terms of this Lease Agreement.

## 1.8 CO-SIGNER(S)

If Lessee(s) need and use a Co-signer(s), then Co-signer(s) will be responsible for individual obligations made by Lessee(s) as well as the obligations of all other tenants on this Lease. This includes paying rent and all other terms of this Lease Agreement.

## 1.9 UTILITIES

The Lessee(s) shall be solely responsible for all utilities but those spelled out particularly in this Lease. The Lessee(s) agree as of the date of the commencement of this lease that Lessee(s) will authorize all utilities to be turned on. Lessee(s) acknowledge and agree that any damage that may occur as a result of insufficient heat to the Premises will be paid solely at Lessee(s) name than Lessee(s) will be responsible for any charges and administration fees charged by Lessor.

The following utilities are paid to Fixxii, Inc.: Sewer and water.

Lessee(s) pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You

shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

## 1.10 INSURANCE

Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

Please see Insurance Addendum for additional information.

## 1.11 KEYS AND LOCKS

Lessee(s) will be given (2) two keys to the premises, (1) mailbox key, and (1) garage remote devices. If garage remote devices and mailbox key are not returned to Lessor following termination of lease, Lessee(s) shall be charged \$100.00 (one-hundred dollars) per garage remote device and/or mailbox key. There is always a \$50.00 re-key fee at termination of the lease.

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

## 1.12 ADDITIONAL PAYMENTS BY LESSEE(S)

Unless included in any levy payable by the Lessor in terms of 6.1.1, the Lessee(s) shall from the date of commencement of this Lease Agreement promptly pay for all expenses or any incurred by means of any utility or other services installed on the Premises.

A. Any payments received by Lessor from or on behalf of Lessee(s) notwithstanding any notation or allocation by payor to the contrary shall be applied first to pay any and all late fees, damages and repairs, utilities services, taxes, service charges, attorney fees and costs of litigation, and last, if any sum remain, shall be applied to rent. If any repairs have not been paid for, the Lessor at their discretion shall apply any monies received toward repairs. If this action results in a deficiency in rental, Lessee has any and all rights secured in 1.5.6.

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B. All legal and collection costs incurred by the Lessor in respect of any legal steps taken by him against the Lessee(s) to enforce any of the Lessee(s) obligations in terms of this Agreement shall be paid for by the Lessee(s) to the extent permissible by law. Should Lessee(s) fail to make payment of any of the aforementioned, the Lessor shall have the right without prejudice to his other rights in law or under this Agreement to the effect payment himself and to effect payment himself and to recover the amounts so expended from the Lessee(s).

An eviction fee of a minimum of \$500.00 (five hundred dollars) with no maximum amount will be charged in the event of an eviction. By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_ (Name)

## 2. Policies and Procedures 2.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

### 2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

#### Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

#### Smoke Detectors

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

### Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

## 2.3 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

Any parking that may be provided is strictly self-park and is at owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damaged caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Lessee(s) agrees to park in designated spaces and agrees not to park in non-designated spaces.

## 2.4 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. Dogs **MUST** be leashed when outside on Owners' Property. You **MUST** pick up any fecal matter your pet generates and dispose of it in a sanitary manner. If you are found violating this policy you will be assessed a \$50.00 fine. If you are found violating this policy habitually, you will be asked to remove your pet from the residence. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this

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Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

Pets occupying residence are as follows:

A pet deposit of \$250.00 (\$100.00 for additional pet) that is non-refundable is required for an approved pet

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_ (Name)

## 3. Responsibilities

### 3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

### 3.2 LESSEE(S) OBLIGATIONS

3.2.1 The Lessee(s) has inspected the Premises and confirms that they are suitable for the purposes for which they are let for the duration of this Agreement.

3.2.2 The Lessee(s) acknowledges that the Premises are in a good state of repair and specifically acknowledges that at commencement of this Lease Agreement, all of the sanitary installations and equipment, electrical installations and equipment, keys, locks, doors, windows, wash basins, and taps are in a good state of repair and working order.

3.2.3 The Lessee(s) shall give written notice to the Lessor within 7 (SEVEN) days after the commencement date, of any structural defects in the Premises, or any defects in the above mentioned installations and equipment, and the absence of such notice shall constitute prima



facie proof of the absence of any defects or missing articles and the good condition of the Premises. Any notice given by the Lessee(s) shall not place any obligation of the Lessor to the effect any repairs but will serve only the state of repair.

3.2.4 The Lessee(s) shall allow the Lessor or his agent access to the Premises at all reasonable times to inspect the Premises or to carry out any work that may be required to be done or are deemed to be necessary in order to keep the property fixtures and fittings in good order and conditions. Every 3 (three) months the Lessor reserves the right to enter Premises and change furnace filters, seal granite, and do a routine inspection.

3.2.5 The Lessee(s) undertakes to keep and maintain all sewerage pipes, water pipes, and drains on the Premises free from obstruction and/ or blockage.

3.2.6 The Lessee(s) shall use and operate all electrical and plumbing fixtures properly. Lessee(s) shall be responsible for all interior maintenance items such as light bulbs, bug control, and the like.

3.2.7 The Lessee(s) undertakes to maintain the Premises and to return same in a clean and neat condition at the expiration of this Lease Agreement. The Lessee(s) will be liable to promptly attend to any repair that may be necessary and in general attend to the upkeep and maintenance of the Premises, alternatively to reimburse the Lessor for the cost of replacing or repairing any breakages or defects. The parties also agree that the Lessor or his authorized agent may at anytime inspect the Premises and point out any aspect that needs attention whereupon the Lessee(s) shall be obliged to attend thereto within 7 (SEVEN) days after given written notice to do so. A failure to comply will constitute a breach of contract in terms of this Agreement.

3.2.8 The Lessee(s) shall not remodel or make any structural changes to the Premises, nor shall the Lessee(s) deface, mark, paint, or drive nails, hooks, or screws into any doors, walls, ceilings, or floors, nor shall the Lessee(s) attach or remove any fixtures or locks without the Lessor's prior written permission. If Lessor approves pictures or accouterments on walls (only) the Lessee(s) will incur a non-refundable \$150 (one-hundred fifty dollars) repair fee for drywall patch and paint.

3.2.9 The Lessee(s) acknowledges that any improvements made by the Lessee(s) on or to the Premises shall become the property of the Landlord on termination of this Lease Agreement and the Lessee(s) shall not be entitled to remove any such improvement unless so

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demand by the Landlord in writing, nor claim from the Landlord any compensation in respect thereof. The Lessee(s) further agrees to repair all damage caused by such removal, failing which the Landlord may have the improvements removed and damage repaired and recover all cost so incurred from the Lessee(s).

3.2.10 The Lessee(s) shall not keep any pets or animals in or on the Premises without the Landlord's prior written consent and the Lessee(s) shall be responsible for any damage to the premises caused by such pet or animal.

3.2.11 The Lessee(s) shall not do or allow to be done in any way anything which would increase the premiums of or vitiate the Policies of Insurance on the Property.

3.2.12 The Lessee(s) agree to use the Premises solely as a private dwelling for the Lessee(s) and additional members of the Lessee(s) household as identified in this Lease Agreement and not permit use of the Premises for any other purposes other than as a private dwelling and shall not be used at any time for the purpose of carrying on any business, profession, or trade of any kind. Lessee(s) shall comply with all sanitary laws, ordinances, rules, and orders of appropriate government authorities affecting the Premises.

3.2.13 The Lessee(s) shall not provide accommodations for boarders or lodgers.

3.2.14 The Lessee(s) may have temporary visitors. The same visitor may not stay overnight more than 4 (FOUR) times within any month without written permission from the Lessor.

3.2.15 The Lessee(s) agrees to use Premises in a manner of quiet enjoyment during all times and shall conduct himself/herself and require persons on the premises with his/her consent to conduct themselves in a manner that will not contravene any law, ordinance, or regulation applicable in respect of the Premises nor cause or permit any nuisance.

3.2.16 The Lessee(s) shall allow the Lessor or his agent and/or any prospective Lessee(s) or Purchaser to view the exterior and interior of the Premises during reasonable hours.

3.2.17 The Lessee(s) must regularly test the smoke detectors to ensure that they are working effectively. Batteries may not be removed except to replace them. It is a duty of the Lessee(s) to inform the Lessor in writing of any defect or malfunction of smoke detectors.

3.2.18 The Lessee(s) agrees that any violation of the law regarding illegal drug use will be ground for immediate termination of this Lease Agreement, after the Lessor has filed a police report in this regard.

3.2.19 The Lessee(s) shall not remove or cut any trees or plants or affect major alterations without the Lessor's prior written consent.

3.2.20 Lessee(s) shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

3.2.21 During the last 30 days of this Lease, Lessor or his authorized agent shall have the privilege and right of displaying the usual "for sale" or "for rent" or "vacancy" signs on the Premises and of showing the Premises to prospective Lessees and or Purchasers.

3.2.22 Lessee(s) agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee(s) agrees to pay for changing the locks and to provide the Lessor with one duplicate key per lock.

3.2.23 If Lessee(s) becomes locked out of the Premises after management's regular hours which are eight a.m. to five p.m. Monday thru Friday, Lessee(s) will be required to secure a private locksmith to regain entry at Lessee(s) sole expense.

3.2.24 At termination of this lease, Lessee(s) agree to remove all personal belongings. In the event personal belongings, trash, or effects are left behind, Lessee(s) agrees to pay a removal fee of \$50.00 (fifty dollars) per item with no maximum limit.

3.2.25 Any parking that may be provided is strictly self-park and is at owner's risk. Lessor is not responsible for, nor does Lessor assume any liability for damaged caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Lessee(s) agrees to park in designated spaces and agrees not to park in non-designated spaces.

3.2.26 Lessor has no control over citizens or aliens parking on public roads.

### 3.3 LANDLORD OBLIGATIONS

3.3.1 The Lessor shall be responsible for maintain the main walls, roof and other structural parts of the Premises in good order and repair. Should the main walls, roof or other structural parts of the Premises become in a defective condition resulting in such consequences as leakage or danger to the Lessee(s), it shall be the obligation and duty of the Lessee(s) to advise the Lessor of such defective condition in writing and the Lessor shall take steps to have the defective condition rectified without delay.

3.3.2 The Lessor shall not be liable for any compensation or for any damage suffered by the Lessee(s) as a result of rain, hail, snow, leakage, fire, flooding, storms, riot, theft, robbery or in general any damage as a result of any act or negligence whatsoever nor any damage suffered as a result of the interruption of water or electricity or gas supplies. Should the destruction be due to the default or negligence of the Lessee(s), his family, visitors, servants or persons occupying the Premises under him, the Lessor shall under these circumstances be entitled to claim payment of such damages as the Lessor may have suffered. If in any event the damage suffered to the Premises result in that the Premises

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is not suitable for the purpose for which it has been leased, it shall constitute a ground for the Lessee(s) or the Lessor to cancel this Lease Agreement.

3.3.3 The Lessor shall be liable to pay all rates and taxes/levies payable in respect of the Premises to the local authority or share block company concerned.

3.3.4 The Lessor shall provide Cable One services at Lessee(s) expense to the Premises. No antennas may be mounted on the Premises

### 3.4 SURRENDER OF PREMISES

At the expiration of the lease term, Lessee(s) shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements accepted.

### 3.5 RADON GAS DISCLOSURE

As required by law, Lessor makes the following disclosure: "Radon Gas is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in every state. Additional information regarding radon and radon testing may be obtained from your country public health unit."

### 3.6 LIMITATIONS OF LIABILITY

The Lessee(s) and any other person associated with the Lessee(s) including but not limited to relatives, friends, visitors, or employees shall have no claim for injury, damages or loss sustained directly or indirectly in or about the Premises against the Lessor for any act or omission of the Lessor including but not limited to any agent, servant, cleaner, maintenance person, handyman, artisan or employee of the Lessor save from that arising due to active and actionable negligence or willful misconduct.

### 3.7 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

### 3.8 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise.

### 3.9 MOVE-OUT/TERMINATION

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

3.9.1 All keys and remote access devices are to be returned to the Lessor 72 hours before midnight on the last day of the lease period. 3.9.2 Lessee(s) will be charged a \$75.00 (seventy five dollar) administration fee at the termination of this lease.

3.9.3 Lessee(s) will be charged a \$150.00 (one-hundred fifty dollars) carpet cleaning fee at the termination of this lease.

3.9.4 Lessee(s) will be given (2) two keys to the premises, (1) mailbox key, and (1) garage remote devices. If garage remote devices and mailbox key are not returned to Lessor following termination of lease, Lessee(s) shall be charged \$100.00 (one-hundred dollars) per garage remote device and/or mailbox key. There is always a \$50.00 re-key fee at termination of the lease.

## Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

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Please see the Cleaning tips below:

### CLEANING TIPS

- a) Clean from room to room.
- b) Start high and work! your way down. Clean the ceiling, then the light fixtures, then windows and blinds, then walls and the floors last. c) Use warm water on cabinets.
- d) Vacuum out drawers and cabinets first, then use Pine-Sol/water solution to clean them out. e) Wipe down metal floor vents inside/outside.
- f) Use a dry toothbrush to clean switches, outlets, phone, & cable jack services.
- g) Use Pine-Sol with warm water to wash down 90% of the interior.
- h) Use soft-scrub and a toothbrush to clean around faucet handles.

- i) Use soft-scrub to clean bath fixtures and showers, then buff with a dry towel or glass cleaner to get streak free mirror finish on chrome.
- j) Use pumas stone to remove hard water stains in toilets
- k) Vacuum window and patio door tracks, then use solution with toothbrush to clean well.
- l) Vacuum carpets and treat stains. (note: the carpets will be cleaned professionally and this expense will be deducted from your deposit)
- m) Use self-clean feature on oven first. Then use oven cleaner. After applying the oven cleaner, set the oven temp to warm to expedite the drying of the oven cleaner solution. Then use dry towel to remove the residue from the oven cleaner. This may take several attempts.
- n) Use degreaser and scrub brush to remove all oil from driveway, garage or storage. o) Refrigerator rolls out and stove drawer pulls out to clean underneath.
- p) Grout lines in kitchen, entry and bathrooms need to be clean.
- q) Goo-gone works well to remove gum and stickers.

All of the aforementioned items need to be done PRIOR to the move out inspection in order to maximize the security deposit refund. Any and all repairs, repainting, trash removal, cleaning and/or any other expenses that are attributed to restoring your home to its condition prior to your tenancy will be deducted from your security deposit. If additional money is needed to restore said home, Landlord will send Tenant a bill and/or file legal suit for said money in court. Your security deposit will be mailed within 30 days of your move out inspection to the address you provide Landlord (if no new address is given, any remaining security deposit money will be mailed to current mailing address and the post office will be responsible for forwarding any/all mail to your new listed address). Please remember to deliver your home in the same conditions it was in prior to your tenancy. This will ensure **YOU RECEIVE THE MOST MONEY POSSIBLE!!**

### Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

### Deposit Refund

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_ (Name)

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## 4. General Clauses

### 4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

#### Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

#### Cession and Subletting

4.1.1 The Lessee(s) shall not, without the Lessor's written consent, which consent will not be unreasonably withheld:

A. Cede, assign, transfer, alienate, burden any of its rights or delegate any of its obligations under this Agreement.

B. Surrender occupation or possession of the Premises or permit any person whether as licensee, subtenant, agent, occupier or custodian to take possession or occupation of the Premises.

4.1.2 The Lessor may at any time transfer all or any of his/her rights and obligations under this Lease and the Lessee(s) hereby consents to such transfer.

4.1.3 This Lease and Lessee(s) leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on such liens or encumbrances, and any and all renewable or extensions of such liens or encumbrances.

4.1.4 Early Termination Fee. Only upon Lessor's consent and approval an early termination may be granted. The fee if approved by Lessor shall be equal to (2) two months rent.

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

## 4.2 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the opinion of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee(s) shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 3 days of receipt of such notice, Lessee(s) has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time. we may file a suit for Lease Contract termination after giving you three (3) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate three (3) days of your receipt of the notice, unless the breach is remedied within the three (3) day period.

### Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

### Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease



Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

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#### 4.3 ABANDONMENT

If at any time during the term of this lease Lessee(s) abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without becoming liable to Lessee(s) for damages or for any payment of any kind whatever, and may, at his or her discretion as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee(s) and left of the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

#### 4.4 BINDING EFFECT

The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

#### 4.5 SEVERABILITY

If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### 4.6 SALE OF PREMISES

The validity of this Lease Agreement shall in no way be affected by the sale of the Premises by the Lessor to a third party. It shall remain in full force and effect save that the purchaser shall be substituted as Lessor upon registration of the Premises into the name of the purchaser and as such shall acquire all rights and obligations as Lessor.

#### 4.7 NO WAIVER

No relaxation, indulgence, waiver or concession which the Lessor may show at any time whatsoever in regard to the carrying out of any of the Lessee(s) obligations in terms of this Lease

Agreement, shall prejudice any of the lessor's rights under this Agreement in any manner whatsoever or be regarded as a waiver of any of the Lessor's rights in terms of this Agreement.

#### 4.8 FULL AGREEMENT

This lease contains all the terms and conditions of the Lease Agreement entered into by the Lessor and Lessee(s). The Lessor shall not be liable for any warranty, guarantee, representations or undertakings of whatsoever nature which might have been made to the lessee(s) by any person whomsoever, except as contained herein. The Lessor shall not be bound by any amendment, alteration or variation of the terms of this agreement, unless reduced to writing and signed by the Lessor and Lessee(s) or any person duly authorized thereto in writing by them. Expressions in the singular also denote the plural and vice versa, pronouns of any gender include the corresponding pronouns of the other gender and words denoting natural persons also refer to juristic persons and vice-versa. If any clause, or part of a clause, in this Lease Agreement is found to be unlawful, it shall not affect any of the other clauses whatsoever and the balance of the Lease Agreement will remain binding on both the Lessor and Lessee(s).

#### 4.9 WARRANTY OF AUTHORITY AND DECLARATION

Any person or more than one person signing this Lease Agreement warrants his/her authority to do so AND that they have read it and understand it and voluntarily agree to it.

#### 4.10 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

##### Jurisdiction

The parties consent to the jurisdiction of the magistrate's court for the Ada County. Kurt A. Medley

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### Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

### Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_ (Name)

## 5. REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

### 5.1 INSURANCE

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.

Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the

Lessor for the LRRL coverage shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:

1. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Lessor is the Insured under the LRRL. Lessee is not the insured under the LRRL policy.
2. LRRL coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRRL covers the Lessee's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.
3. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
4. Licensed insurance agents may receive a commission on the LRRL policy.
5. The total cost to the Lessee for the LRRL coverage shall be nine dollars and fifty cents Dollars (\$9.50) per month.

Scheduling under the LRRL policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRRL policy will be terminated by the Lessor.

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By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_ (Name)

## 6. Water/Sewer/Trash Fees

### 6.1 WST (Water, sewer, trash) FEE

Tenant hereby agrees to pay the water, sewer, and trash fees directly to Fixxii, Inc, in the amount of \$100 (one hundred dollars).

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_ (Name)

# 7. Walk Through Addendum

## 7.1 WALK THROUGH PROCEDURE AND INSTRUCTIONS

### WALK THROUGH PROCEDURE & INSTRUCTIONS

Following these instructions will help ensure a maximum security deposit refund. The move-out inspection will be performed with or without the tenant. The following requirements are necessary to schedule a move out inspection:

Tenant must schedule at least 72 hours in advance and prior to move out date and turning in keys for Envision Property Management to schedule carpet cleaners. The unit must be completely vacated. Every attempt to clean thoroughly prior to the inspection should be taken. There is NO follow-up inspection. All utilities terminated before carpets are cleaned are subject to a \$100.00 fee. Failure to comply with the above requirements, and if the property requires cleaning, the tenants will be charged for the cleaning of the premises. At no time during the inspection will estimates of cleaning or repairs be discussed or promised. Please reread your lease to familiarize yourself with the move- out requirements, such as smoke detector batteries, light bulbs, and other fees and procedures.

### CHECKLIST

1. \_\_\_\_ Entire premises (inside and out) must be broom swept clean, mopped, and vacuumed.
2. \_\_\_\_ Kitchen/bathroom(s) must be completely clean including appliances and cupboards/drawers and surfaces.
3. \_\_\_\_ Walls must be clean, fixed, and painted the same color as prior to occupancy.
4. \_\_\_\_ Vacuum any/all carpet(s). (Remember in the lease is a \$150 carpet cleaning fee.)
5. \_\_\_\_ Clean all windows inside and out.
6. \_\_\_\_ Remove all of your personal possessions and belongings.
7. \_\_\_\_ No trash shall be left behind; Do NOT leave garbage at the curb.
8. \_\_\_\_ If applicable, all exterior areas shall be cleaned of debris and left clean.
9. \_\_\_\_ Leave all kitchen appliances, window treatments, phone jacks, etc.
10. \_\_\_\_ All house keys/remotes/mail key shall be returned at inspection.
11. \_\_\_\_ All light fixtures are to work properly with working light bulbs.
12. \_\_\_\_ All electric is to work properly.
13. \_\_\_\_ All plumbing is to be free of any leaks or blockages.
14. \_\_\_\_ All heating is to be working properly.
15. \_\_\_\_ All smoke alarm(s) and carbon monoxide alarm(s) shall be working properly.

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16. \_\_\_\_ Water Filter in Refrigerator Shall be replaced.

By initialing below, you acknowledge and agree to the terms in Section 7.

X \_\_\_\_\_ (Name)

## 8. Sign and Accept

### 8.1 ACCEPTANCE OF LEASE

Please consult an attorney before signing this agreement.

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X (Name)

Lessee IP Address: \_\_\_\_\_

Date/Time stamp

X Fixxii, Inc.

Lessor IP Address: \_\_\_\_\_

Date/Time stamp

\_\_\_\_\_

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