

Property Management

142 Cedron Road
Victor, ID 83455
208-800-7463

RENTAL LEASE AGREEMENT

THIS LEASE AGREEMENT is between Property Management of 142 Cedron Road hereinafter called the lessor,
and

_____ hereinafter called the lessee.

WHEREAS Street address of real property/unit being rented: 142 Cedron Road, Victor, ID 83455.

1. **TERM.** Lessee agrees to lease subject premises beginning as of: _____.

2. **RENT/COST.** The total amount due monthly payable on the 1st day of each month is \$ 2,000

this includes the \$ 0 monthly W/S/T improvement district charge unless an additional charge/utility is attached to another utility

bill from a utility CO. If Lessee is found in default of paying rent or other fees, and a collection

service is used to collect funds due Lessor, Lessee will pay an additional 40% collection costs and all legal fees of collection, with

or without suit, including all attorney's fees and all court costs. If Lessee fails to fulfill the terms of their obligations within this

Rental/Lease Agreement, a negative credit report reflecting the Lessee's credit may be submitted to a credit-reporting agency.

All payments must be made payable to : Ryan Nykamp PO Box 1296, Driggs, ID 83422

3. **LATE CHARGE.** A late fee of **\$75.00** will be Assessed after the **5th** of the month, with an increase of **\$15.00** a day thereafter

the rent is late. Lessee agrees to deliver the rent to the Lessor. A \$50 charge will be assessed for each returned NSF check

plus all late fees. A **\$100** charge will be assessed to tenant for each **3-Day Pay or vacate/Quit Notice** or other legal notice

served.

4. **PRO RATED RENT.** The pro-rated rent for the month of _____ is \$ _____

Month to month monthly fee is **\$0.00** (this does not apply to this lease, please read section 32 Lease Re-sign fee is **\$0.**

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5. DEPOSIT. Refundable deposit due is \$0.00 Lease initiation fee is \$0 and is non refundable and is not a deposit. **On file with PMI Grand Tetons**

Lessee Shall At their own expense and at all times maintain the premises in a clean and sanitary manner including all equipment,

appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, normal wear and tear excepted. If

unit is unclean or damaged, deposit will not be refunded until the costs to correct the condition can be ascertained. If the condition

is the same as when originally occupied, the refundable deposit will be returned in a timely manner (within 30 days) after final

inspection, which will occur after property is vacated and all keys, remotes, Etc. have been returned to Lessor. Refund of deposit is

further subject to:

a. 30 days advance written notice given to the Lessor signed and dated by all parties on the lease giving the specific date the

unit will be vacant and cleaned and all rents, charges and utilities are paid through the duration of the lease and the 30

days advance written notice to vacate date. The notice must be signed by one of our staff and the original left at our office.

b. The unit can be shown to prospective tenants within **30 days** prior to departure.

c. **Carpets must be Professionally cleaned by a company and acceptable and receipt turned in with all keys.**

d. **In the event that cleaning and repair costs exceed the deposit amount and damage is caused by the Lessee, Lessee will be responsible for the additional cost. Lessee does not have the option to use deposit as rents or fees.**

6. SURRENDER OF PREMISES. Lessee must stay the entire length of lease or all deposits are forfeited. If Lessee vacates unit prior

to the end of this lease, Lessee will be responsible for all rents, costs fees/charges associated to re-renting the unit, utilities, damages, fees/charges, etc. through the end of the lease period, or until the unit is re-rented.

7. ASSIGNMENT AND SUB-LETTING. Lessee shall not assign this Agreement, or sub-let or grant any license to use the Premises

or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license

shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license

without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and

shall, at Lessor's option, terminate this Agreement. All persons must fill out an application and be approved by Lessor prior to

tenancy. Any person(s) occupying unit not on the lease and without Lessor approval and permission will be subject to eviction.

Lessee will be responsible for any damages and rents due to Lessor, which result from an un-approved occupancy.

8. NON-DELIVERY OF POSSESSION. In the event Lessor cannot deliver possession of the Premises to Lessee upon the

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commencement of the Lease term, through no fault of Lessor or its agents, then Lessor or its agents shall have no liability, but the

rental herein provided shall abate until possession is given. Lessor or its agents shall have thirty (30) days in which to give

possession, and if possession is tendered within such time, Lessee agrees to accept the demised Premises and pay the rental

herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its

agents, then this Agreement and all rights hereunder shall terminate.

9. LESSEE'S HOLD OVER. Lessor must give 30 days advance notice to Lessee of any pending rent increase or terminable notice

after the original lease period. Lease may become a month to month lease upon fulfillment of the original lease period if agreed

upon by both Lessee and Lessor.

10. ACCEPTANCE OF PROPERTY. Lessee acknowledges and accepts the existing conditions of the unit to be rented as is.

11. CAUSE FOR EVICTION. The following may, be cause for eviction if the tenant or visitors of the tenant cause the following on or around the property to include, but not necessarily limited to the following :

- a. Creating excessive noises and/or disturbances in or about the building.
- b. Failure to keep both inside and outside orderly, including debris, junk cars, etc.
- c. Guests are welcome but must not live with Lessee for a period exceeding 2 weeks without written permission from Lessor.
- d. Lessor notifies Lessee, in writing, which Lessor is dissatisfied with care of property and Lessee fails to remedy the Problem.
- e. Tenants may be evicted if they engage in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the rental.
- f. Guests are not allowed to stay longer than two weeks.
- g. Loud parties or other disturbances that infringe upon the peaceful living environment of other residents or neighborhood is prohibited.
- h. The Lessee's are responsible for the behavior of their guests.
- l. Littering in the outdoor areas or common areas related to the premises are prohibited.
- j. Vehicles are limited to tenants only and spaces provided. Inoperable and unlicensed vehicles are not allowed to be stored on the premises.
- k. Recreational vehicles must follow the guidelines of the city ordinances and have a current license.
- l. Reckless or careless driving on the premises will not be tolerated.

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- m. Defacing and/or damaging the rental property is prohibited.
- n. If this lease states "No Pets", having pets on the premises will be cause for eviction.
 - o. If this lease states "Pets Allowed", not cleaning up your pet feces and allowing the pet to damage the property will be cause for eviction.

12. ALTERATIONS AND IMPROVEMENTS.

Lessee shall make no alterations to the buildings or improvements on the Premises or

construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all

alterations, changes, and/or improvements built, constructed or placed on the Premises by Lessee shall, unless otherwise

provided by written agreement between Lessor and Lessee, be and become the property of Lessor and remain on the Premises at

the expiration or earlier termination of this Agreement.

13. HAZARDOUS MATERIALS.

Lessee shall not keep on the Premises any item of a dangerous, flammable or explosive character

that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra

hazardous by any responsible insurance company.

14. INSPECTION OF PREMISES.

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this

Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and

improvements thereon. Lessor will be granted entrance to examine property within a reasonable amount of time to Lessee and

during reasonable hours. Lessor will be granted entrance to property for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Lessor for the preservation of the Premises or the building. Lessor and its agents shall further have the right to exhibit the Premises and to display the usual "for sale" If property is being sold "for rent" or "vacancy" signs on the Premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

15. SUBORDINATION OF LEASE.

This Agreement and Lessee's interest hereunder are and shall be subordinate, junior and inferior

to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Lessor, all advances made under

any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such

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mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. QUIET ENJOYMENT. Lessee, upon payment of all of the sums referred to herein as being payable by Lessee and Lessee's

performance of all Lessee's agreements contained herein and Lessee's observance of all rules and regulations, shall and may

peacefully and quietly have, hold and enjoy said Premises for the term hereof.

17. INDEMNIFICATION. Lessor shall not be liable for any damage or injury of or to the Lessee, Lessee's family, guests, invitees,

agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or

equipment, or in the structure or equipment of the structure of which the Premises are a part, and Lessee hereby agrees to

indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature. Lessee covenants to

indemnify and hold harmless Lessor for and against any and all liability, arising from injury during the term of this lease to person

or property, occasioned wholly or in part by any act or omission of lessee, or of the guests, employees, assigns, or subleases of

lessee.

18. DEFAULT. If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or

of any present rules and regulations or any that may be hereafter prescribed by Lessor, or materially fails to comply with any

duties imposed on Lessee by statute, within (3) days after delivery of written notice by Lessor specifying the non-

compliance and indicating the intention of Lessor to terminate the Lease by reason thereof, Lessor may terminate this Agreement.

If Lessee fails to pay rent when due and the default continues for (3) days thereafter, Lessor may, at Lessor's option,

declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and

remedies available to Lessor at law or in equity or may immediately terminate this Agreement.

19. ABANDONMENT. If at any time during the term of this Agreement Lessee abandons the Premises or any part thereof, Lessor

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may, at Lessor's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Lessee

for damages or for any payment of any kind whatever. Lessor may, at Lessor's discretion, as agent for Lessee, relet the

Premises, or any part thereof, for the whole 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 reletting, and, at Lessor's option, hold Lessee liable for any difference

between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement

had continued in force, and the net rent for such period realized by Lessor by means of such reletting. If Lessor's right of reentry

is exercised following abandonment of the Premises by Lessee, then Lessor shall consider any personal property belonging to

Lessee and left on 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 Lessor is hereby relieved of all liability for doing so.

20. ATTORNEYS' FEES. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants

hereof, including the collection of rentals or gaining possession of the Premises, Lessee agrees to pay all expenses so incurred,

including attorneys' fee.

21. RECORDING OF AGREEMENT. Lessee shall not record this Agreement on the Public Records of any public office. In the event

that Lessee shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor shall be

entitled to all rights and remedies that it has at law or in equity.

22. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of

Idaho.

23. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the

heirs, legal representatives, and assigns of the parties hereto.

24. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

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25. NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and

liabilities hereunder.

26. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this

Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of

the parties hereto.

27. MILITARY. Lessee will notify lessor immediately in writing along with their written orders, if he/she joins or is called to the military

active/reserve. If Lessee is a member of the military and receives a permanent change of station orders, then Lessor agrees to

release Lessee from this lease, if Lessee complies with all other terms of this lease and a copy of the written orders are provided.

28. MAINTENANCE AND REPAIR; RULES. Lessee will, at its sole expense, keep and maintain the Premises and appurtenances in

good and sanitary condition during the term of this Agreement and any renewal thereof. Lessee agrees to not attempt

to make repairs should they be necessary. In lieu thereof, Lessor will be notified. This applies to painting, changing locks on

doors, applying or attaching anything to walls or ceilings that will require corrective maintenance. Without limiting the generality of

the foregoing, Lessee shall:

a. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of

ingress and egress only;

b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;

c. Not obstruct or cover the windows or doors;

d. Not leave windows or doors in an open position during any inclement weather;

e. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any

yard area or space;

f. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor;

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g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same

only for the purposes for which they were constructed. Lessee shall not allow any sweepings, rubbish, sand, rags, ashes or

other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped

plumbing resulting from misuse shall be borne by Lessee;

h. And Lessee's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and

shall not make or permit any loud or improper noises, or otherwise disturb other residents;

i. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere

with other residents;

j. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage,

rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

k. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant

thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

l. Lessee acknowledges and agrees a smoke detector is in place and is operational. Lessee agrees to test the detector at

least once a week. If the detector is battery powered, Lessee agrees to replace the battery as needed. If after replacing the

battery, the smoke detector does not work, Lessee agrees to inform the Lessor immediately in writing. If the detector is not

battery powered, Lessee agrees to inform the Lessor immediately in writing of any malfunction.

m. Locks must not be changed or added, If locks are changed, added or re-keyed by Lessee 4 keys must be provided for each

lock to Lessor within 24 hours.

n. Tenant is responsible to change and replace furnace filters every 3 months when needed or monthly if there are pets on the

premises when needed.

29. PARKING. Parking is only permitted in garage, carport or on hard covered exterior parking slab areas/cement or asphalt and all

vehicles must be licensed, registered and insured at all times. Street parking is permitted only when and where allowed, otherwise

Lessee shall park vehicle: driveway Visitor parking is located driveway

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30. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake,

or other casualty not caused by the negligence of Lessee, this Agreement shall terminate from such time except for the purpose of

enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between

Lessor and Lessee up to the time of such injury or destruction of the Premises, Lessee paying rentals up to such date and Lessor

refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Lessor

shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Lessor

exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the

whole Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall

recommence and the Agreement continue according to its terms. Lessee acknowledges that landlord insurance does not cover

lessee's possessions. Lessee covenants to indemnify and hold harmless Lessor for and against any and all liability, arising from

injury during the term of this lease to person or property, occasioned wholly or in part by any act or omission of lessee, or of the

guests, employees, assigns, or subleases of lessee.

31. RENTERS INSURANCE Lessee is required to acquire renter's Insurance. Tenant's or guest's personal property and vehicles

will not be insured by Lessor or owner of the property against any loss or damage due to fire, water, rain, theft, vandalism, criminal

or negligent acts of anyone. Lessee is responsible to carry **Renters Liability Insurance** to cover up to \$100,000. Personal

renters insurance Lessee can obtain with their own digression.

32. Additional Terms and Conditions: Tenant to pay for propane.

33. The Premises shall be used and occupied by Lessee and Lessee's immediate family, consisting of:

4-6 Adult/s and 0 Children.

Names and ages of children: _____

exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this

Agreement by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than

as a private single family dwelling. Lessee shall not allow any other person, other than Lessee's immediate family or transient

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relatives and friends who are guests of Lessee, to use or occupy the Premises without first obtaining Lessor's written consent to

such use. Lessee shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-

governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Smoking is not is permitted in this unit.

Lessee is not is required to perform the yard care.

Lessee is not is required to perform the snow removal.

Pets or Visiting pets are not are Negotiable in this unit unless there is a signed pet lease and pet deposit,

(see pet addendum). If a pet is found on the premises without our pet lease and approval it is cause for eviction and there will be a

\$10 per day penalty that will be paid out of tenant payment before any rents until pet is removed permanently from the premises.

The following attachments are part of this rental/lease agreement:

Pet Addendum Inventory Checklist Lead-based Paint Disclosure Other: _____

34. UTILITIES. Lessee must notify utility/s companies of his/her occupancy and responsibility for payment within 2 days after lease

start date. There may be an additional utility/s charge combined on one or more of Lessee/s utility bills. Lessee must keep utility/s

active and current through the duration of the lease and there after if on a month to month tenancy while lease is active and/or unit

is being occupied by lessee for the following utility/s marked:

Electric Gas Water Sewer Garbage

If not done, Lessee will be charged first for actual utility costs plus a \$50 accounting fee before any rent payment is

applied.

Tenant has received the amount listed of: House keys 2, Garage remotes 2, Mail box keys , Club house/pool keys 0, Other:

Lessor/Manager

Lessee/Tenant(s)

Ryan Nykamp Date 8/17/2022.

_____ Date 8/17/2022

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Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below)

Known lead-based paint and/or lead-based paint hazards are present in the housing

(explain)

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below)

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Typing in your name/s and date is considered an electronic signature

Lessor _____ Date _____

Lessee _____ **Date** _____

Agent _____ 8/17/2022 _____

Lessee _____ **Date** _____

Owner _____ Date _____

Lessee _____ **Date** _____

Lessee _____ **Date** _____