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LANDLORD-TENANT RENTAL AGREEMENT

This agreement is made this ______ day of _____, 2019 between <u>Frontline RPM</u>, hereinafter referred to as "Landlord", and <u>(Enter Tenant(s) name)</u>, hereinafter referred to individually and collectively as "Tenant." Landlord and Tenant mutually covenant, promise and agree as follows:

LEASED PREMISES: Landlord leases to Tenant real property located at (Enter property address) hereinafter referred to as

"leased premises".

- 1. <u>T E RM</u>: The term of this Agreement is for _____ months, commencing on the (<u>Enter Date</u>), and terminating at midnight on the (<u>Enter Date</u>). The length of the term is (<u>Enter number of</u>) months and (<u>Enter number of</u>) days. Tenant is not entitled to give a 30-day Notice to Vacate prior to the end of the minimum term. Should Tenant fail to occupy the Premises for the minimum term for any reason, such shall be breach of the agreement, and Tenant shall be liable to Landlord for damages resulting from such breach, such as loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less, advertising costs, reimbursement of any move-in credits given to replacement tenants, leasing fees, utility costs while vacant, yard maintenance costs while vacant, transportation costs to show until re-rented, and other costs and fees as described within this Rental Agreement.
 - a. <u>AUTOMATIC LEASE RENEWAL AFTER INITIAL FIXED TERM</u>. After expiration of the Minimum Lease Term, this Agreement will renew itself for one additional term of the original lease, with a (8%) increase in monthly rent or to current market value as determined by management, at the management's discretion. Tenant understands that if Tenant signs a one-year lease, this agreement will automatically renew for another year unless Tenant submits a 30-Day Notice to Vacate 30 days prior to the expiration of the original lease term. All other obligations, terms, and condition here within apply. Month-to-month agreements may only exist by written request and approval in writing by Landlord and must be requested at a minimum of 30-days prior to the end of current lease term. A "month" for purposes of this Agreement means a calendar month. The automatic renewal process will remain in effect throughout the entire term of residency or until a written 30-Day Notice has been delivered to Landlord in accordance to this Rental Agreement.
- 2. <u>RENT:</u> Tenant shall pay to Landlord for the use and occupancy of the leased premises the sum of \$______ per month commencing on <u>Lease start date</u>. This property carries our tenant responsible for maintenance service package. This is a service package giving tenants benefits of their responsibilities at a discounted rate. For an additional \$15 a month, the tenant will receive furnace filters being sent routinely as required by a/c and furnace unit, and an on-call pest services subscription covering most common pest issues.
 - a. <u>Rent due date:</u> Monthly rent shall be due and payable on the <u>1st</u> day of each month thereafter during the term of this Agreement.
 - b. <u>PRORATED MOVE-IN RENT:</u> Upon execution of this Agreement dated _____, Tenant shall pay to Landlord the first month's rent proration in the total amount of \$_____, the receipt of which is hereby acknowledged by Landlord as follows: \$_____ paid to date by (Enter payment type), the balance due of \$_____ to be paid by Check/Cash/ACH on or before: _____.
 - c. <u>Pro-Rated Move-Out Rent:</u> Tenant is responsible for rent up to the 30th day of their 30-Day Notice

to Vacate. Failure to do so will result in late fees. (ex: Tenant gives Notice to Vacate on the 10 of November; tenant is responsible for all of November's rent and 10 days in December. If the 10-days of pro-rated rent is not paid on or before December 1st, late fees will be applied).

- d. <u>Payment types:</u> Monthly rental payments shall be paid electronically by ACH using the website portal at <u>www.frontlinerpm.com</u> or mailed to the following address Frontline RPM 5920 N Vicenza Ave, Meridian ID 83646. A Rental Payment Authorization form is included with this application and must be signed prior to acceptance of this agreement.
- e. <u>Late payments:</u> If the monthly rental Payment is not received by Landlord by 5:30 PM on the 5th day of the month (no exceptions for weekends, Holidays, or postage delays), it is considered late and Tenant will be charged and agrees to pay a late charge in the amount of \$50.00 plus \$10.00 per day thereafter; until rent including all additional fees and any past due is paid in full; said late fee shall be deemed additional rent for the purpose of this Rental Agreement. An additional \$35.00 will be assessed and immediately due and owing in the event that Landlord serves Tenant with an Eviction Notice.
- f. N.S.F. Fees: A \$35.00 fee will be assessed for each returned check. Rent is not considered received until the check clears the bank and late fees will apply until funds are received. The N.S.F. check shall be redeemed in



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cash or money order and after the second occurrence rent and other payment will be required to be paid with guarantee funds. In addition, if the monthly rent payment and any other assessed fees are not paid by the 5th day of any month, Landlord, at Landlord's option, may immediately initiate legal proceedings to evict Tenant.

- g. <u>Multiple Occupancy:</u> It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement. Each Tenant (and each Tenant's share of the security deposit) is jointly and severally liable for all lease obligations. Violation of the Rental Agreement or rules by any Tenant, guest or occupant shall be considered a violation by all Tenants. Requests and notices from any Tenant or occupant (including notice of lease termination, repair requests, and entry permissions) shall be deemed from all Tenants. In eviction cases, or for any other purposes of providing notice, any one of the multiple tenants shall be considered the agent of all other tenants in the Premises for the purposes of providing notices and service of judicial process. Security deposit refunds may be made in one check jointly payable to all Tenants; and such check and any deduction itemizations may be mailed to one Tenant only.
- h. Joint and Several Obligation: Each Tenant under this Rental Agreement is jointly and severally individually liable to the Landlord for the total rent due and damages inflicted upon the leased Premises whether or not Tenant continues to physically occupy the Premises. TENANTS agree to pay the monthly rent in the form of one check or ACH for the total amount of the rent & all associated fees i.e. balance due each month.

3. **DEPOSIT AND FEES AMOUNTS:**

Refundable Security, Cleaning, Damage, and Pet deposit:	(\$)
Non-refundable Fee	(\$)
Pet Fee	(\$)
Administrative Fee (non-security deposit)	(\$)
Cable/Satellite Fee:	(\$)
Total Deposits and Fees:	(\$)

DEPOSITS. The tenant(s) shall deposit with Landlord as a Security/Rent/Inspection/Cleaning/Pet/Damage deposit, а. the sum of (\$_____ _), payable prior to occupancy by means of secured funds. Cash or personal checks will not be accepted as payment for a security deposit. Tenant cannot use the security deposit during the occupancy or term of the Rental Agreement for rent. Rent must be paid in full during occupancy and lease of the property. The Landlord shall furnish, no later than 30(thirty) days after the Tenant has vacated the Premises, an itemized statement for the security deposit. Landlord may use/ deduct security deposit funds for the damage, cleaning, legal expenses, costs of collection, loss of personal property of Landlord included in this Rental Agreement, loss of rents, late fees, service fees, non-sufficient funds fees, tenant caused billing, photographs of damage, pest control, change of locks if keys issues are not returned or if Tenant provides an unauthorized person with any key to the property, termination fees, and re-rent fees. The non-security portion of the deposit in the sum of \$75.00 is non-refundable and is specifically deducted for professional services rendered by Frontline Residential Property Management, for the duration of this Agreement. Should Owner sell the property of change management companies, Tenant authorizes Landlord to assign this Agreement to the new owner or management company and release any deposits or other Tenant-related funds to the new owner or management company, less any fees owed to Frontline Residential Property Management, as described within this Agreement and hold Frontline Residential Property Management, harmless from that assignment date and forward. Tenant acknowledges the security deposit listed in this Rental Agreement is held by the Landlord of the property. If the deposit was transferred from a previous lease not of Frontline Residential Property Management, the Tenant acknowledges that refund should be pursued directly from the prior Landlord or Owner. Tenant acknowledges the security deposit will not be refunded until after vacancy and the security deposit will be endorsed to all current tenants on the Rental Agreement. No portion of the security deposit will be refunded if one or more parties give notice to vacate prior to vacancy and are no longer on the Rental Agreement. In the event Tenant fails to claim or cash their deposit return check or any credits due within twelve months after termination or expiration of the lease, Tenant will forfeit the proceeds from their security deposit return.



- b. <u>TERMINATION FEE (Re-Rent Fee)</u>: A Termination fee of Five Hundred Dollars (\$500) will be charged to ALL Tenants who have not completed their full lease term, or who do not give proper thirty (30) days written notice. This fee is in addition to all other fees described within this Rental agreement and is hereby agreed by Tenant and Landlord to be a reasonable fee for the additional time and labor necessary to get the property re-rented. If tenant supplies Landlord with a new, qualified tenant to takeover this rental agreement, this will be considered a lease takeover fee of Two Hundred and Fifty Dollars (\$250). If there is a change of roommates on this Rental Agreement, there will be a Roommate Adjustment Fee of Fifty Dollars (\$50) per roommate. All termination, take-over or adjustment fees must be paid in full to the Landlord upon notice being given.
- 4. **PERSONAL PROPERTY:** All personal property now upon the premises shall remain at the termination of this rental. Tenant acknowledges that the below checked appliances have been furnished and are in good working condition and are to remain in the rental upon termination:

 □refrigerator
 □oven
 □range
 □dishwasher.
 □disposal
 □microwave oven
 □washer
 □dryer
 □trash

 compactor
 □overhead garage opener
 □water softener
 □blinds throughout
 □curtains throughout

 □ceiling fans
 □ Other

5. UTILITIES/SERVICES: Landlord shall be responsible for the payment of the following utilities/services to the premises:

Tenant shall be responsible for the payment of the following utilities/services delivered to the leased premises:

Electric Gas Water Trash Sewer Cable TV Telephone Other

Tenant shall have the above services put in their name beginning on the first date occupancy. Any such bills for these services intermittently billed to Landlord during this tenancy will be charged back to Tenant and shall be due for reimbursement upon receipt of invoice from Landlord. If after the first billing period, any or all utilities have still not been transferred into Tenant's name Landlord reserves the right to charge and administration fee of **\$25.00** to tenant and will notify Tenant that such service(s) will be terminated by Landlord immediately. Landlord shall not be liable for damages resulting from any failure of any utility or for injury to any person (including death) or damage to property resulting from any condition of leased premises, unless such damage to Tenant's property in the leased premises and shall pay for all such loss or damage caused by any freezing or other problems which result from Tenant's failure to provide proper heating or the termination of utilities due to non-payment of bills by Tenant. Tenant has an obligation to notify Landlord prior to any interruption of utility service to the Premises. Any damage or loss incurred due to Tenant's negligence to pay utilities, abandonment, or to inform Landlord of shut off shall be at Tenant's Expense. Tenant further agrees to work directly with the appropriate utility company and to directly to Landlord in addition to the rent payment. **No keys will be issued to Tenant until the appropriate services are put in Tenant's name and verified by Landlord**.

- 6. <u>KEYS AND CONTROLS</u>: The LANDLORD is to retain keys to the property. If the Tenant does not furnish all of the issued keys and controls upon vacancy, the Tenant agrees to pay the cost of re-keying the Premises and the replacement cost of all controls. The Tenant upon occupancy has been given the following keys and controls: ______Front Door ______Back door ______Garage Remote ______Mailbox ______Garage Door ______Shed ___Other Tenant will be charged rent until all keys and controls, as listed above, are surrendered directly to Landlord. Tenants are not to leave keys in Premises. (ex. Tenant gave notice to vacate on November 10th. Tenant 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 Decembers pro-rated rent plus late fees). Tenant agrees to lock all doors and windows during Tenants absence from the Premises.
- 7. <u>PARKING:</u> All Parking must be in designated areas you must adhere to any subdivision CC&R's that pertain to said property vehicles can only be parked in garage or driveway. Boats, trailers, RV's or any other vehicles mentioned in CC&R's are prohibited from parking on the street or driveway they must be in the garage or behind the fence shielded from view. All parking violation fees incurred as a result will be tenant's responsibility. No unsightly or non-operational vehicle or item may be stored on or around the premises without prior written consent of Landlord. Any vehicle that is leaking any substance must not be parked anywhere on the premises.
- 8. <u>TENANT'S OCCUPANCY</u>: Tenant specifically agrees to use the leased premises in a manner that will not violate any federal, state, local laws, Subdivision CC&R's or regulations. Tenant further agrees not to injure the leased premises or use them in such a way that would disturb the peace of any person. Tenant agrees to use the leased premises only for residential purposes. Tenant shall not perpetrate or contribute in any way to illegal activities in, on or around the premises. Tenant shall notify Agent and appropriate authorities of any known illegal activity by guests or invitees and also of any physical injury to persons in, on and around the rented premises. During the term of this Agreement the premises shall not be occupied by



any person without consent of the Landlord other than those designated herein as Tenant with the exception of the following named persons: (Enter additional children or other approved occupants)

- 9. <u>CONDITION OF LEASED PREMISES</u>: Tenant acknowledges Tenant has examined the leased premises and accepts the leased premises in their present state and without any representation or warranty by Landlord as to the condition of such property. The taking of possession of the leased premises by Tenant shall be conclusive evidence against Tenant that the leased premises were in a good and satisfactory condition at the time such possession was taken. Any exceptions shall be noted by Tenant and made known to Landlord *in writing* (either on a Property Inspection Form or otherwise). Any unsatisfactory condition of the premises not brought to the attention of Landlord within 5 days of Tenant's possession of premises may be assumed to have been the cause of the Tenant and will be charged accordingly.
- 10. <u>REPAIR AND MAINTENANCE:</u> All service or repairs, which fall within the responsibility of the Landlord, shall be requested thru the <u>tenant portal as a service issue</u>. Tenant shall not make repairs or hire contractors to make repairs. Landlord shall respond to all emergency requests via phone call or text as soon as possible. For the purposes of this Rental Agreement, <u>emergency is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas.</u> Tenant is directed to call 911 for emergencies causing immediate danger such as fire. Non-emergency requests will be scheduled and responded to within 1 week if properly entered thru tenant portal as a service issue. If Tenant has not been contacted by a contractor within three days, Tenant agrees to contact Frontline Residential Property Management immediately. Tenant acknowledges that maintenance repairs are commonly contracted out and are not employees of Frontline Residential Property Management and will not hold Frontline Residential Property Management responsible. if Tenant has not contacted Frontline Residential Property Management when contractor fails to communicate or does not keep committed appointment. <u>Tenant agrees to contact landlord for all non-emergency issues during normal business hours only. Monday Friday 9am to 5pm. All after hours, weekends, and holidays by tenant will be assessed a \$10 fee per incident and required to pay immediately.</u>
 - a. <u>MAJOR REPAIRS</u> Owner shall be responsible for all major repairs to the premises except such repairs needed which were caused by the acts or omissions of Tenant or Tenant's guests. Such repairs include the following as applicable: Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater and air conditioner.
 - b. <u>MINOR REPAIRS</u> Tenant agrees, at Tenant's sole expense, to keep and maintain the leased premises in a clean and sanitary condition at all times and to keep every part thereof in good order, condition and repair. All maintenance problems or damages must be brought to the attention of Landlord as soon as possible for determination of responsibility and proper disposition. Any repairs made or contracted by Tenant without the written consent of the Landlord shall be the responsibility of the Tenant. Tenant will be held liable for any damages caused by Tenant's negligence (such as tearing of linoleum during removal of washer/dryer), lack of upkeep (such as furnace damage caused by failure to clean or replace air filter), misuse, pets or any additional damage caused as the result of Tenant's failure to report maintenance problems to Landlord in a timely manner. Tenant will be responsible for damage caused by negligent overflows of water and for repair or replacement as required of damage caused by others (i.e. vandalism, break-ins, etc.) which is not reported within 24 hours to police or insurance company and Landlord as appropriate. Tenant will reimburse Landlord for any repairs necessary within 30 days of delivery of the invoice for the charges unless otherwise agreed upon *in writing*. Tenant agrees to attempt to remedy all of the below maintenance issues prior to notify Landlord:
 - 1. Smoke Detector won't work when tested: Test with approved smoke detector smoke spray, replace battery.
 - 2. Smoke Detector beeps: Replace battery, check for proper wire termination connection

3. **No power to plugs or switches:** Check and reset breaker panel or replace blown fuses. Check and test all GFI outlets (located in kitchen, bathrooms, utility rooms, and garages). Check if plug works off a wall switch.

4. **Garbage disposal doesn't work**: When on, do you hear a buzz? If you do not hear a buzz, hit the reset button on the bottom of the disposal and test. If you hear a buzz, turn off disposal and unplug from wall. Place a ¾ inch Allen wrench in the center shaft and twist back and forth (this unjams the disposal). Remove the object, turn back on, and test. Repeat until the object is removed.

5. **No hot water:** Check thermostat on tank for proper temperature setting. Check that thermostat is not set to vacation... Check and reset breaker in power panel. Check and reset button next to thermostat.

6. Hot water is too hot: Check thermostat on tank and turn down.

- 7. Plumbing or fixtures leak: Turn off water fixture, turn off water at supply line and notify Landlord immediately
- 8. Toilet is plugged: Plunge and test.



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9. No heat: Check thermostat. Check that furnace covers are in properly. Check that a switch that looks like an ordinary light switch is turned on (located in or near the furnace room). Did you pay or disconnect the utility? Have you changed the filters? If Tenant fails to change the furnace filters as needed, Tenant may be charged for cleaning of the furnace and cooling system to include the furnace and ducts.

- 10. Dishwasher won't drain: Clean food out of bottom of dishwasher.
- 11. Dishwasher doesn't clean dishes: Don't run the garbage disposal while dishwasher is running.

12. **Dishwasher grinds or no water is coming in.** Turn off, if no water on the bottom pour two large glasses of water into the bottom and re-start. Run the dishwasher with no soap to clean out any remaining soap that could be blocking pump. If problem continues, call Landlord and discontinue use.

13. Refrigerator too warm or too cold: Check thermostat in refrigerator is set correctly.

14. Water drips from freezer to refrigerator compartment. Remove all food and store in a cooler. Turn off refrigerator and allow to defrost. Turn refrigerator back on and replace food.

15. No Air Conditioning: Check all circuit breakers. Clean and replace filter and test

16. <u>Tenant shall remove any visible moisture accumulation in or on the Premises</u>, 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 utilizing any fixture or object that produces steam; and keep climate and moisture in the Premises at reasonable levels.

17. Tenant shall promptly notify management in writing of the presence of the following conditions:

A water leak, excessive moisture, or standing water inside the Premises

A water leak, excessive moisture, or standing water in any community common area

Mold growth in or on the Premises that persists after tenant has tried several times to remove it with bleach and water solution.

A malfunction in any parts of the heating, air-conditioning, or ventilation system in the Premises, and Any electrical problems.

- c. <u>Access for repairs</u>: Tenant hereby agrees, requests, and authorizes Landlord to allow maintenance contractors and personnel to check out a key from Landlord with the sole purpose to gain access to the property to make necessary repairs during normal business hours unless otherwise agreed upon with Tenant and contractor. Tenant further agrees that when Tenant contacts Landlord and requests repairs, at that time Tenant received proper and sufficient notice that Landlord shall gain access to the property to make the necessary repair via a pass code or key.
- d. <u>SMOKE AND CARBON MONOXIDE(CO) DETECTORS</u>. Tenant and Landlord agree that all smoke and CO detectors are in working order, and henceforth Tenant agrees to keep electricity provided to the smoke and CO detectors either through battery or Idaho Power. Tenant acknowledges and agrees to locate detectors in the property. Tenant agrees to test the detector within five (5) days of move in and again at least once a week. If the detector is battery powered, Tenant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Tenant agrees to inform the Landlord immediately of any malfunction. Upon termination of this tenancy, Landlord will replace all expired or missing smoke detector batteries or detectors at Tenant's expense.
- e. <u>TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES</u>. Tenant shall be responsible for the following:

 Keeping the property clean and sanitary inside and out and in good order and condition and shall not mar or deface the walls, woodwork, or any part of the Premises. Reporting to Landlord items needing repair.
 - 2. Pay for damage to Property as a result of failure to report a problem in a timely manner.
 - 3. Pay Landlord upon demand for costs to repair, replace or rebuild any portion of the Premises damaged, whether through act of negligence, by Tenant, Tenant's guests, or invitees.
 - 4. In the event of a break in, supply Landlord with a copy of the police report at Tenant's expense; should Tenant fail to do so, Tenant agrees to pay repair costs.
 - 5. Payment of unnecessary workman service calls, for service calls cause by Tenant's negligence, and for extra service call as a result of failure to keep appointments with repairman.
 - 6. Be responsible for damage done by rain or wind as a result of leaving windows or doors open.
 - 7. Maintaining minor and simple repairs such as replacing light bulbs, smoke detector batteries, cleaning or replacing furnace filters every month. Under no circumstances is Tenant to perform any electrical repairs.
 - 8. Carpet cleaning when it becomes soiled during tenancy.
 - 9. Maintaining normal insect and pest control.
 - 10. Refrain from disposing things such as 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. Tenant agrees to pay for cleaning the drains of any and all stoppages, except incidents created by roots or structural defects.

- 11. Routine cleaning of window coverings. Tenant agrees to pay \$7 for each window blind requiring professional cleaning upon vacating the Premises.
- 12. Tenant agrees to maintain gutters if necessary, for proper water drainage.
- f. UPON MOVE OUT At the end of the term of this Agreement, Tenant agrees to return the leased premises to Landlord in as good a condition as it was at the beginning of the term with reasonable wear and tear expected. Landlord shall consider any move-in inspection form or other form of written notification by Tenant upon move-in (per section 7) when determining repair and/or maintenance charges to Tenant. Tenant shall leave an operating light bulb in each light socket upon vacating. If Tenant shall lease the premises in a condition contrary to the requirements of this agreement at the termination hereof, Tenant agrees to pay the costs of cleaning, repairing or replacing as necessary to correct such condition and agrees that the security deposit paid to Landlord may be applied to such purpose to the extent necessary. Tenant further agrees to be responsible for Landlord's loss of rental income during any period which is reasonably required to perform such cleaning or repairs and agrees that the security deposit paid to Landlord may also be applied to ward the same.
- g. <u>ALTERATIONS AND ADDITIONS</u>: Tenant shall not make or permit any alterations or additions to leased premises without prior consent and approval of Landlord. Tenant shall not paint, wallpaper, add or change locks, or make any other alterations to the Premises without Landlords prior written consent except as provided by law. No repairs, decorating, or alterations shall be done by Tenant, without Landlords prior written consent. Tenant shall notify in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, and hanging of murals or posters. No nails, screws or other fasteners may be nailed, screwed or otherwise placed in the doors, exterior siding or woodwork. Tenant agrees not to use tape or adhesives to adhere any object to any surface of the Premises, such as refrigerators, doors, walls, or siding. Tenant shall hold Landlord harmless as to any mechanics. lien recordation or proceeding caused by Tenant and agrees to indemnify Landlord in the event of any such claim or proceeding. Unless one of the following is needed upon the housing providers recommended documentation.
- h. <u>REASONABLE ACCOMMODATION</u> is some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a tenant with a disability in taking advantage of a housing program and/or dwelling. The tenant hereby requests the following accommodations
- <u>REASONABLE MODIFICATION</u> is an alteration to the physical premises allowing a person with a disability to overcome obstacles that interfere with tenant's use of the dwelling and/or common areas. The tenant hereby requests the following modifications
- 11. <u>ASSIGNMENT, SUBLETTING, REPLACEMENTS</u>: The Tenant agrees and understands they are not to sublet any portion of the Premises. If the Tenant wishes to have another person (s) reside in the Premises, or replace one of the Tenants, Tenant(s) must abide by the following:

a. Tenants must first contact Landlord and submit in writing any requests for another person(s) to reside in the Premises. If the person(s) desired is eighteen (18) years of age or older, they must complete a Rental Application and complete the application process.

b. The Tenant must abide by the decision of the Landlord whether another person(s) can be added to this Rental Agreement.

c. If Landlord approves the person(s), a fee of \$25 must be paid in advance and the Landlord (at Landlord's option) may require that this Rental Agreement be signed by the proposed Tenant with or without an increase in the total security deposit or Landlord may require that an entirely new Rental Agreement be signed by the remaining and replacement Tenant.

d. Unless Landlord agrees otherwise in writing, any departing Tenant's interest in any deposit herein described will automatically transfer to the replacement Tenant as of the date of the Landlord's approval; and the departing Tenant(s) shall no longer have any refund rights to the deposit. The departing Tenant will not be released from liability for compliance with the terms of this Rental Agreement, and any continuances of this Rental Agreement unless Landlord agrees in writing. If the departing Tenant is not released, such Tenant's liability for future Rent and other charges due under this Rental Agreement will be reduced by the amount of Rent and other charges due under this Rental Agreement.

e. The original Move-In Inspection Form of this Rental Agreement will prevail as to all Tenants regardless of the date a Tenant occupies the Premises.



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- 12. ENTRY AND INSPECTION: Landlord has the right to enter the Premises and Tenant agrees not to unreasonably withhold from the Landlord consent to exhibit the Premises to prospective tenants, workmen, contractors, purchasers, insurance agents, real-estate agents, and to inspect the Premises with a twenty-four (24) hour notice. Landlord may, however, enter leased premises without prior notification to Tenant in cases of emergency or when Tenant has abandoned or surrendered leased premises. During the last thirty (30) days of occupancy, Tenant authorizes Landlord to inspect the property and place a FOR RENT sign on the property and to show property to prospective tenants. For each occasion where the access rights described above are denied by the Tenant, Tenant shall pay Landlord the sum of \$50 (fifty dollars) as liquidated damages which shall be deemed additional rent for purposes of this Rental Agreement; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that this fee is a reasonable pre-estimate and not a penalty.
- 13. <u>ANIMALS</u>: No animals of any kind shall be kept on, in, or about leased premises without prior consent and approval of Landlord. Under no conditions shall Tenant allow puppies or kittens on, in, or about leased premises at any time. Description of Pet(s) (Size/Type/Breed/Sex/ Indoor or Outdoor): (Enter description of approved pet(s)). Approved By: ______. This also includes animals, birds or pets of any nature of any guests, relatives, or invited parties to the Premises. There is to be no baby-sitting or care taking of any other person(s) animals, birds, or pets of any nature. Feeding stray or unauthorized pets is prohibited. If the occupancy agreement excluded pets, the Tenant agrees to pay, retroactive to the beginning of the tenancy, \$100 per month per pet for unauthorized pets and held responsible for the conditions stated below.

Tenant acknowledges and agrees to this paragraph. If any pet is listed above, Tenant agrees to pay any additional increase to the security deposit required by Landlord. Tenant understands any additional funds paid are an increase to the deposit and NOT a pet deposit. This additional security deposit is not specifically held for pet related damages but is held for the performance of all aspects of this Rental Agreement including any unpaid rents, late fees, charges and damage assessments. Tenant assumes all financial responsibility for damaged caused by said pet. The increase in security deposit is refundable within thirty (30) days of satisfactory conclusion of this tenancy. **Pet Rent is to be paid in addition to normal rent for all authorized pets. This amount varies from each property and property owner**. There is no additional deposit or Pet Rent required for service, support or companion animals. Tenant agrees to the below conditions in consideration of the authorization of the pet, service, support, or companion animal, to occupy the Premises.

- a. Tenant agrees to keep said pet, or support or companion animal under control at all times and obey all city ordinances related to the keeping of pets or support or companion animal as well as any and all condominium and/or subdivision rules which may apply.
- b. Tenant agrees Landlord shall have the right to procure cleaning and deodorization at Tenant's expense and tenant agrees that the resulting charges may be deducted from their security deposit.
- c. Tenant agrees that Landlord may revoke permission to keep said pet, or support or companion animal on Premises by giving Tenant written thirty (30) day's notice.
- d. If the pet, support or companion animal is a cat, the cat must be neutered and declawed or use a claw protector to alleviate scratches. Tenant must provide and maintain an appropriate litter box.
- e. If the pet is a bird, the bird shall not be let out of the cage.
- f. No pet, or support or companion animal shall be fed on unprotected carpeting within the Premises. Tenant shall prevent any fleas or other infestation of the Premises or other property of Landlord.
- g. If in the opinion of Landlord, the pet, or support or companion animal becomes annoying, bothersome or in any way a nuisance to other Tenants or to the operation of the community, Tenant will immediately, upon notice from Landlord, remove the pet, or support or companion animal from the Premises.
- h. Permission to keep pet(s), support or companion animal is restricted only to the particular pet(s) described above and does not extend to any other animal or pets.
- i. In multi-family dwellings, pet(s), or support or companion animals must be kept in Premises, on a leash, or carried at all times. Pet, support or companion animal will not be allowed to run loose on grounds or other common areas.
- j. Landlord shall not be liable for any damages to person or property caused by Tenant's pet, support or companion animal and Tenant hereby agrees to hold agent harmless from such liability, assuming the same liability themselves.
- All pets, support or companion animals must be properly licensed and inoculated for rabies and other usual inoculations for the pet(s), support or companion animal.
- Tenant agrees to be fully responsible for any damage caused to the property by the pet(s), support or companion animal and for any and all wear and tear resulting and agrees to fully compensate the Landlord for any and all such damage or additional wear and tear including but not limited to:
 - 1. Cleaning up 100% of any droppings deposited in the yard by the pet(s), support or companion animal immediately following each incident.
 - 2. Filling in any holes in the yard and re-sodding as necessary to restore the yard and lawn to original condition.



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- 3. Replacing doors, screens, windows, window coverings, or any other items scratched, torn, damaged or soiled by the pet(s), support or companion animal.
- 4. Additional cleaning or replacement at the discretion of the Landlord of any carpeting that has been damaged, soiled or stained or which has an odor as a result of the pet(s), support or companion animal.
- 5. Deodorizing and disinfecting any floor or wall or other surfaces with may be stained or have an odor as a result of the pet(s), support or companion animal.
- 6. Landlord may remove an unauthorized pet if one day's prior written notice of intent to remove the pet is left in a conspicuous place on the apartment and Landlord may present the pet over to a humane society or local authority.

13.5 **PET INSPECTION:** - Tenant agrees to allow Frontline Residential Property Management access in and outside the property to inspect for pet damage. This inspection will occur two (2) times a year at the expense of the tenant. The tenant will be required to pay a onetime upfront pet fee of \$100.00 per pet to cover administrative costs and required inspections. Payment will be made to Frontline Residential Property Management pet approval and move in.

14. <u>YARD MAINTENANCE:</u> - Tenant understands that at all times Tenant is responsible for keeping all outside areas free of garbage, debris, animal feces, and or any other unsightly item. Tenant shall not install any plants, trees, flowers, or shrubs without prior written approval from Landlord. Any unauthorized installation will be considered damage and tenant agrees to pay for the removal of such plantings and the cost to restore the affected areas to the original condition.

TENANT is responsible for maintenance of all landscape. This includes: watering of lawn, flower gardens, shrubs, and trees, weeding of planters or flower gardens, trimming of grass, edging of grass and planters, pruning and trimming of all shrubs and small trees, application of weed control and fertilizer on grass, turning on water and setting of any automatic timers for irrigation/sprinkler system, and report problems to Landlord. If Tenant does not care for landscape as required and disregards notice to correct landscape by Landlord, Landlord reserves the right to contract yard maintenance and the Tenant will incur the cost of the landscape maintenance. Tenant agrees that the yards have been mowed within seven 7 days of occupancy and that grounds are in good condition. The Tenant further agrees to deliver the property, at the end of this tenancy, grass that is weed free, mowed, trimmed, edged and properly watered as well as trees and shrubs that have been trimmed and pruned, and planter areas free of weeds.

Landlord is responsible for lawn mowing. Tenant is still required to keep area free of debris, general maintenance of yard, fertilize, weeding control, watering of landscape, setting of automatic timers for irrigation/sprinkler system and reporting problems to Landlord.

Landlord is responsible for maintenance of entire yard. Tenant is still required to keep area free of debris, and reporting problems to the Landlord.

15. **<u>OUTSIDE MAINTENANCE:</u>** - Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance to city ordinance. Tenant shall not litter. All cigarette butts must be placed in a proper container and properly disposed of. Tenant agrees to pick up trash and debris that blows onto or appears on the Premises, no matter the source.

16. **TRASH AND CONTAINERS:** - Tenant agrees 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 shall place all garbage inside containers with lids. Items too large to fit in the trash shall not be placed in or near the container and Tenant agrees to remove these items from the premises immediately at Tenant's expense. If the trash removal company refuses to remove any portion of Tenant's garbage, Tenant agrees to remove it from the property immediately at Tenant's expense.

17. HOLDOVER WITH PENALTY: - If Tenant holdovers (extends) beyond the end of the Rental Agreement term or after proper 30-days notice to vacate has been given, or beyond a different move-out date agreed to by the parties in writing, and Landlord does not authorize the holdover, rent for the holdover period shall be increased by 25% of the then-existing rental; and at Landlord's option, Landlord may extend the lease term for up to one month from date of notice of lease extension by delivering written notice to Tenant or Premises while Tenant is still holding over. Holdover rents shall be due in advance and delinquent without notice or demand

18. <u>EARLY DEPARTURE:</u> - If Tenant vacates prior to the 30th day of the notice to vacate, tenant may notify Landlord and surrender all keys. Tenant understands that he/she is still responsible for rent and utilities until the 30th day of the notice to vacate. If tenant fails to keep utilities in their name landlord will assess a <u>\$25</u> Administration fee and tenant will be responsible for any and all fees assessed by the utility companies. It shall be the Landlord's responsibility to put forth reasonable effort to prepare and re-rent the Premises. Landlord agrees to pro-rate rent back to Tenant any rental funds collected from the new Tenants.

19. MOVE OUT INSPECTION: - Fifty dollars (\$50) is automatically deducted from the deposit at the beginning of the lease for inspections completed prior to move in and upon vacating the property. The Move-Out inspection will be performed with or without



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Tenant. The following requirements are necessary to schedule a Move-Out inspection with Tenant: (1) Tenant must schedule Move-Out inspection at least one week in advance and prior to move out date and turning in keys. (2) The unit must be completely vacated, (3) Every attempt to clean thoroughly prior to the inspection should be taken, for there are no follow-up inspections.

Failure to comply with the above requirements and if the property requires cleaning prior to new tenants, cleaning charges will incur at Tenant's expense. At no time during the inspection will estimates or costs of cleaning and repairs be discussed or promised.

20. <u>SMOKING</u>: Tenant shall not smoke or permit any guests, Landlords or invitees to smoke cigarettes, pipes, cigars, vaping or any other smoking material (candles, incense, etc.) inside the leased premises. Any violation shall be deemed a material violation of the Rental Agreement. Tenant understands that any damage caused by smoking any substance will be considered damage. Damage includes but is not limited to deodorizing carpet, wax removal, additional paint preparation, replacing of drapes, repairing or the replacement of carpet, countertops, or any other surface damaged due to burn marks and/or smoke damage. Tenant agrees to pay \$250 or actual cost to ionize the premises to remove all unwanted odors.

21. <u>CLEANING:</u> - Tenant stipulates that the unit was professionally cleaned upon initial occupancy. Landlord will provide cleaning upon vacancy at the expense of the Tenant. Costs specifically for professional cleaning of the unit will be automatically deducted from Tenant's deposit. Upon vacancy, Tenant acknowledges that Landlord will hire a specific cleaning vendor to clean the unit. Remember that the cleaner you keep the property when you leave, the less of a charge it will be. Tenant shall clean and dust the Premises regularly, and shall keep the Premises, particularly kitchen and bath, clean. Tenant agrees to keep the Premises kept clean and free from objectionable odors as determined by Landlord.

22. <u>CARPET CLEANING</u>: - Tenant stipulates that the carpets were professionally cleaned upon initial occupancy and free of pet and urine odors and stains. Landlord will provide carpet cleaning upon vacancy at the expense of the Tenant. **Costs specifically for professional cleaning of carpets will be automatically deducted.** Carpets that become excessively soiled or stained will be charged extra. Upon vacancy, Tenant acknowledges that Landlord will hire a specific carpet cleaning vendor to test the carpets for urine and that Landlord shall not honor any receipts of carpet cleaning and that Landlord will have the carpets cleaned at Tenants expense with the approved vendor of the Landlord.

23. <u>LIGHT BULBS</u>: - It is agreed that all light fixtures and appliances have a working and proper wattage light bulb or globe. Tenant agrees to maintain working light bulbs for all exterior light fixtures during tenancy. <u>Tenant further agrees to replace all expired light bulbs with the appropriate style, color, and wattage prior to vacating</u>. Upon termination of this tenancy all missing or expired light bulbs will be replaced at Tenant's expense

24. **LEASE, CC&Rs and ASSOCIATIONS:** - Tenant agrees to comply with all Covenants, Conditions and Restrictions, Bylaws, rules, regulations, and decisions of Landlord's association or Landlord, which are at any time posted on the Premises or delivered to Tenant. Tenant shall pay any fines or charged imposed by Landlord's association or other authorities due to any violation by Tenant, or the guests or licensees of Tenant. When any violation of the above is noted, tenant will be given warning and notice to remedy by a specific date. If violation is not remedied tenant will be assessed a fee of a minimum of \$50 to cover re-inspection and administrative costs. If still not remedied tenant will be given a 2nd warning with a specified time to remedy. If after 2nd warning, time has expired and the violation is still not remedied tenant will be assessed and additional fee of a minimum of \$100 to cover time and travel for re-inspection and administrative cost. Beyond the 2nd warning if violation is still not remedied tenant will be considered in breach of lease and given notice to remedy or vacate, with eviction process to follow.

25. **CO-SIGNER:** - By affixing signature below, co-signer promises to guarantee the Tenants compliance with the financial obligation of the Rental Agreement. Co-signer understands that he/she may be required to pay: current rent, past due rent, collection costs, non-sufficient funds charges, court costs, late fees, lease fees, advertising costs, cleaning, repairs, or costs that exceed Tenant's security deposit. Co-signer further agrees that Landlord will have no obligation to report to Co-signer should Tenant fail to abide by the terms of the Rental Agreement 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 Landlord has agreed to rent to Tenant only because of this guaranty and that the continued validity of this guaranty is a material term of this Rental Agreement. Co-signer further understands that if Landlord and Co-signer are involved in any legal proceeding arising out of this Rental Agreement, 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. **The following items are required to remove a co-signer from a renewal Rental Agreement:**

- a. Co-signer must remain liable under this Rental Agreement for a minimum of one year;
- b. There can be no late rent payments;
- c. No disconnect notices from any of the utility companies;
- d. No lease violations during the lease period;



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e. There can be no balance owing on the account;

f. Frontline Property Management must do a property inspection to confirm that the property is properly maintained; and supervisor approval in writing releasing Co-signer from liability under the Rental Agreement.

26. **INDEMNITY**: Tenant agrees to indemnify and hold Landlord harmless from and against all claims arising from any act, omission, or negligence of Tenant or Tenant's licensees, Landlords, servants, employees, or invitees occurring in or about the leased premises during the term of this Agreement, and from and against all costs, expenses, liabilities incurred in or in connection with any such claim or proceeding brought thereon including attorney's fees incurred in connection therewith.

27. <u>ABANDONMENT WITH POSSESSIONS</u>. Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the Premises and Tenant's possessions (all or part) remain on the Premises during seven (7) consecutive days while so in default, the parties hereto agree that, unless Tenant has given Landlord notice to the contrary along with a valid address at which Tenant can be located during the period of said absence, Tenant shall at Landlord's option, be deemed, to have abandoned the Premises. On or after the 8th day of such abandonment, Landlord may enter into, and take possession of, the Premises, property which may have been left at the Premises, and may re-rent the said Premises. For the purpose of computing damages to the Landlord, Tenants shall be deemed to have given a 30-day notice of termination of the 8th day of Tenant's un-notified absence from the Premises while in default.

28. **ABANDONMENT WITHOUT POSSESSIONS.** Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the premises and Tenant's possessions have been removed from the Premises for one day while so in default, the parties hereto agree that, unless Tenant has given Landlord notice to the contrary along with a valid address at which Tenant can be located during the period of said absence, Tenant shall, at Landlord's option, be deemed to have abandoned the Premises. On or after the 2nd day of such abandonment, Landlord may enter into and take possession of the Premises, abandoned property which may have been left at the Premises, and may re-rent said Premises. Landlord may dispose of such property as it deems appropriate without liability to the Tenant. For the purposes only of computing damages to the Landlord, Tenants shall be deemed to have given a 30-day notice of termination on the 2nd day of Tenant's un-notified absence from the Premises while in default.

29. DEATH, INCARCERATION, OR INCAPACITY OF TENANT: In the event of incarceration or death of the Tenant, if the effected Tenant is the sole Tenant, this Lease shall terminate. In the event of the incapacity, incompetency or inability to care for him or herself of the sole Tenant, or the primary wage earner if there are multiple tenants, a reasonable accommodation request may be submitted and if approved, this Lease shall terminate with a 30-day notice. In any of the foregoing circumstances, the Tenant hereby authorizes those persons listed on their application to enter the premises and remove the Tenant's personal property. In the event of a death, the Tenant's duly appointed Personal Representative(executor) shall also have such authority. (Idaho Code, Sections 15-3-711 and 15-12-204(5))

30. MILITARY CLAUSE.

_____The Tenant(s) in this Rental Agreement are NOT members of the military and do not require a military clause. Additionally, Tenant(s) agree to notify Landlord in advance and writing if anyone living on the Premises joins any branch of the military. ______The Tenant(s) in this Rental Agreement are members of the military and will be released from the Rental Agreement if military orders command them to relocate to an assignment farther than 20 miles from the premises.

31. <u>SATELLITE DISHES AND CABLE INSTALLATION</u>. Tenant understands that any installation of a satellite dish/cable requires Landlord's approval prior to installation and that all installations shall be conducted by a vendor selected by Landlord. Failure to use Landlord's approved vendor and obtain Landlord's Satellite/Cable Installation Authorization Form shall result in a fine of Three Hundred Dollars (\$300). Prior to any installation of a satellite dish, Tenant agrees to pay a Thirty Dollars (\$30) admin fee for coordinating installation and agrees to use Landlord's vendor to relocate to an assignment farther than twenty (20) miles from the Premises.

32. <u>CREDIT REPORTING/COLLECTIONS</u>. Tenant understands and acknowledges that if the Tenant fails to fulfill the terms of their obligations within this Rental Agreement, a negative credit report reflecting the Tenant's credit may be submitted to a credit-reporting agency. It is also agreed that in any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees and any fees or commissions charged by any collection agency to reimburse the property owner with all funds due.



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33. **INSURANCE**: Landlord shall keep in force throughout the term of this Agreement an insurance policy covering only the leased premises, and not the contents thereof, for loss due to fire and other casualty losses. Landlord shall not be liable to Tenant or Tenant's guests for injury to personal property not proximately caused by Landlord. Tenant is hereby advised, at Tenant's own expense, to maintain insurance to protect against loss of or damage to Tenant's personal property located in or on the leased premises.

- 34. <u>GOVERNING LAW</u>: This Agreement shall be governed by, construed, and enforced in accordance with the laws and legal decisions of the State of <u>Idaho</u>.
- 35. <u>ATTORNEY'S FEES</u>: If either party has to retain legal counsel to enforce any of the rights and obligations created under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and costs regardless of whether litigation is actually instituted.
- 36. <u>SALE OF PREMISES</u>: In the event of the sale, voluntary or involuntary, transfer, or assignment of Landlord's interest in the leased premises during the term of this Agreement, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions, expressed or implied, contained in this Agreement in favor of Tenant, and in such event, Tenant agrees to look solely to the responsibility of Landlord's successor in interest, and recognizes such successor in interest as Landlord under this Agreement. Tenant shall not act in any manner to intentionally hinder the sale and shall cooperate with Landlord and/or Landlord's representatives to the full extent of the law.
- 37. **FAIR HOUSING:** Owner and Tenant understand that the State and Federal Housing Laws prohibit discrimination in the leasing of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.
- 38. LEAD PAINT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed 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/or lead-based paint hazards in the dwelling. TENANTS must also receive a federally approved pamphlet on lead poisoning prevention.

The rented property was built after January 1, 1978 and does not require a lead base paint addendum.

The property was built prior to 1978 and Tenant is hereby notified that such property may present exposure to lead from lead-based paint that place young children and pregnant women at risk of developing lead poisoning. The Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

See attached pamphlet "Protect Your Family from Lead in your Home".

Tenant initials shall verify the receipt of the Lead Paint Law pamphlet and disclosure form and agrees to notify Landlord in writing of any deteriorated and/or peeling paint.

39. ADDITIONAL CONDITIONS OF LEASE: (Enter addendum references, other conditions or "N/A")



40. **ENTIRE AGREEMENT:** All negotiations, considerations, representations, and understandings between the parties are incorporated in this Agreement. No modification of this Agreement shall be finding unless such modification shall be in writing and signed by the parties.

IN WITNESS THEREOF, the parties have read, understood and do hereby, execute this Agreement on the date written above.

LANDLORD:

TENANT SIGNATURE(S):

Frontline Residential Property Management

Ву:	Ву:
Print:	Print:
Date:	Date:
	Ву:
	Print:
	Date:
Ву:	Ву:
Print:	Print:
Date:	Date:
	Tenant Co-Signer:
	Ву:
	Print:
	Date:



Rent Payment Agreement

This Rent Payment Agreement is entered into this _____ day of _____, 20____ and made a part of the Occupant/Tenant-Landlord Rental Agreement dated _____between Frontline RPM (Landlord) and _____ (Tenant) residing at the leased premises is known as

Tenant hereby agrees that monthly rents shall be paid by one or more of the following means:

Online payment portal (ACH) – I will pay my monthly rent according to my lease using the tenant portal at www.frontlinerpm.com and hereby authorize Frontline Residential Property Management to process monthly debit entries to my bank account based on the terms of the lease. I as the tenant understand this option will require me to register at the Frontline Residential Property Management website portal and setup one-time payments or recurring payments as I choose. I understand this will allow 1 transaction per month and each additional transaction will be charged a \$3 processing fee.

Personal Check - This option will include all forms of checks to include personal checks, business checks, bank checks, cashier's check, online bill pay checks, and money orders; all checks must be made out to Frontline Residential Property Management and sent to the appropriate address listed on this lease. As the tenant I also agree that if I choose this option, I will be required to pay a \$5 processing fee due with rent and considered late rent if not paid.

Cash - I understand and agree that if I choose this option and pay with cash monthly, I will be required to pay a \$10 processing fee due with rent and considered late rent if not paid.

Initials I have read and understand the options presented above and agree no matter which option I choose if I do not adhere to that specific option, I will be required to pay the appropriate processing fee associated with my payment method.

Date____ Resident Signature

Resident Signature_____ Date