



LANDLORD-TENANT RENTAL AGREEMENT

This agreement is made this ____ day of ____, 2021 between Frontline RPM, hereinafter referred to as "Landlord", and ____, 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 ____ hereinafter referred to as "leased premises".

1. **TERM:** The term of this Agreement is for 12 months, commencing on the ____, and terminating at midnight on _____. The length of the term is ____ months and ____ 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. **AUTOMATIC LEASE RENEWAL AFTER INITIAL FIXED TERM.**

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. **RENT:** Tenant shall pay to Landlord for the use and occupancy of the leased premises the sum of \$____ per month; plus a \$15 monthly administrative fee covering several beneficial items, including quarterly home delivery of furnace filters based on recommended replacement; as-needed basic pest control* (some restrictions apply), and online resident portal. This is on top of the monthly rent, pet rent and any other amounts owed. Tenant will receive a downloadable copy of lease prior to move in and any additional requested copies will be assessed a \$10 per copy.
 - a. **Rent due date:** - Monthly rent shall be due and payable on the 1st day of each month thereafter during the term of this Agreement.
 - b. **PRORATED MOVE-IN RENT:** - Upon execution of this Agreement, Tenant shall pay to Landlord the first month's rent proration in the total amount of \$____.
 - c. **Pro-Rated Move-Out Rent:** - **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 10th 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. **Payment types:** - Monthly rental payments shall be paid electronically by ACH using the website portal at www.frontlinerrpm.com or mailed to the following address **Frontline RPM 6700 N Linder Rd, Ste 156 Box 231, Meridian ID 83646.**
 - e. **Late payments:** - 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 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. To comply with the Real Estate Commission, Local, & State laws you should consider this notice that on occasion, Frontline Residential Property Management may receive incentives, reimbursements, referral fees, or cash payments from business associates including cable companies, internet service providers, contractors, and vendors to refer or participate in joint business arrangements relating to repairs, inspections, improvements, maintenance, referrals, or group marketing efforts. These are considered trade and or early payment discounts only offered to businesses and not available to the average consumer and would not affect the price you would pay directly. These incentives can range from 2% to 20% of total price.
- h. **Multiple Occupancy:** – 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.
- i. **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 (\$250)	(\$ <u>250.00</u>)
Pet Fee	(\$_____)
Administrative Fee (non-security deposit)	(\$ <u>150.00</u>)
Total Deposits and Fees:	(\$_____)

a. **DEPOSITS.** The tenant(s) shall deposit with Landlord as a Security/Inspection/Cleaning/Pet/Damage deposit, 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 end of the lease or 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 \$150.00 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 or 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. **TERMINATION FEE (Re-Rent Fee):** 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 agreement. There is paint and other house materials that are specific to this unit that are to remain at the property. These things are always to stay on the premises. The tenant will be responsible for the replacement of these if they do not remain at the property. 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:
 Electric Gas Water Trash Sewer Cable TV Telephone Other:_____

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 is the proximate result of the negligence or unlawful act of Landlord. Tenant expressly assumes the risk of loss or 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 hold the Landlord harmless for charges incurred by Tenant. Landlord may from time to time require Tenant to pay for utility(s) 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.**

a. **HVAC filter / maintenance reduction program**

A portion of Tenant's rent will be used to have HVAC filters delivered to their home approximately every 90 days or more depending on size and suggested replacement of filter. Tenant shall properly install the filter that is provided within two (2) days of receipt and will be required to acknowledge receipt with a picture confirmation of installed filter. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.

6. **KEYS AND CONTROLS:** 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. **PARKING:** - 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 or

8. **TENANT'S OCCUPANCY:** 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 is 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: NA

9. **CONDITION OF LEASED PREMISES:** 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. **REPAIR AND MAINTENANCE:** All service or repairs, which fall within the responsibility of the Landlord, shall be requested thru the **tenant portal as a service issue**. **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, **emergency is fire, flood, and uncontrollable water, backed up sewer, electrical problem endangering life, or smell of gas.** 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. **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 holiday contact should be via email or thru the tenant portal. Any non-emergency contact after hours, weekends, and holidays by tenant will be assessed a \$10 fee per incident and required to pay immediately.**
 - a. **MAJOR REPAIRS** – Owner shall be responsible for all major repairs to the premises except such repairs needed which were caused by the acts or omissions of Tenant or Tenant's guests. Such repairs include the following as applicable: Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater and air conditioner.
 - b. **MINOR REPAIRS** – 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 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.
 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. **MOISTURE ACCUMULATION** Tenant shall remove any visible moisture accumulation in or on the Premises, including all walls, windows and sills, floors, ceilings, and bathroom fixtures and agrees to mop up spills and thoroughly dry affected areas promptly after each occurrence. Additionally, Tenant agrees to clean and dry walls and floors around: sinks, bathtubs, showers, toilets, windows, and patio doors using a common household disinfecting cleaner. Tenant agrees to keep climate and moisture in the Premises at reasonable levels and remove and dry any affected areas. Tenant agrees to not use showers without a shower curtain or door in place. Tenant further agrees to: (1) use the exhaust fans in the bathroom(s) when bathing/shower and continue the fans use until all steam and/or moisture has been removed, (2) secure shower doors/ curtains while bathing/showering, (3) wipe down bathroom walls and fixtures after bathing/showering, (4) leave bathroom and shower doors/curtains open after use, (5) use a clothes dryer for wet towels or hang to dry with the exhaust fan on, (6) wipe down any vanities/sink tops, (7) report any leaks under sinks and plumbing fixtures, (8) use kitchen exhaust fans/hoods when cooking, cleaning, and dishwashing and continue the fans use until all steam and/or moisture has been removed, (9) remove any moldy or rotting food, (10) remove garbage regularly (11) not to hang dry clothes, (12) if washer and dryer hookups are provided, tenant agrees to clean the lint screen after every use and report any issues with venting, and (13) check and report any leaks with washer hoses if applicable, (14) clean, vacuum, and dust regularly, (15) use ceiling fans if present, (16) keep closet, bedroom, and bathroom doors ajar when not in use, (17) not overfill closets or storage areas and to keep stored items and furniture, such as beds and dressers pulled a few inches away from walls to allow moisture to escape and air to move, (18) not to obstruct ventilation ducts for heating and cooling throughout the Premises so that air may move freely throughout the entire Premises, (19) keep exterior doors and windows closed during damp weather, (20) open blinds/curtains to allow light into Premises, (21) avoid excessive indoor plants and water all indoor plants outdoors.

17. **NOTIFICATION TO MANAGEMENT**

(1) Water leaks (2) Shower/bath/sink/toilet overflows (3) Excessive moisture (4) Standing water in or around the Premises and/or any community common area (5) Major spillage (6) Visible or suspected organic growth that persists after Tenant has tried to remove it (7) A malfunction in any parts of the heating, air-conditioning, or ventilation system, or dishwasher (8) Any and all moisture and musty odors (9) Discoloration of walls, baseboards, doors, window frames, ceilings (10) Any loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops (11) Clothes dryer vent leaks.

- c. **Access for repairs:** 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. **SMOKE AND CARBON MONOXIDE(CO) DETECTORS.** 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. **TENANT RESPONSIBILITY TO CARE AND MAINTAIN PREMISES.** Tenant shall be responsible for the following:
1. 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 as needed. 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 toward the same.
- g. **ALTERATIONS AND ADDITIONS:** 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 Landlord's prior written consent except as provided by law. No repairs, decorating, or alterations shall be done by Tenant, without Landlord's 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. **REASONABLE ACCOMMODATION** 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
- i. **REASONABLE MODIFICATION** 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. **ASSIGNMENT, SUBLETTING, REPLACEMENTS:**
- 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 that are actually received from such replacement.
 - 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.

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. **ANIMALS:** 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):_____. 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 fees or pet rent required by Landlord. Tenant understands if any additional funds for deposit are paid, they are an increase to the deposit and NOT a pet deposit. This additional 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 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 pet based on screening.** 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, deodorization, and ozone 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.
- k. 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.
- l. 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.
 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 and is part of the fees tenant pays. The tenant will be required to pay a onetime upfront pet fee to cover administrative costs and required inspections. Payment will be made to Frontline Residential Property Management upon pet approval and prior to move in.

14. **YARD MAINTENANCE:** - 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. **OUTSIDE MAINTENANCE:** - 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. **EARLY DEPARTURE:** - 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 \$25 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:** - A fee 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 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. **SMOKING:** 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 ozone the premises to remove all unwanted odors.**

21. **CLEANING:** - 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. **CARPET CLEANING:** Tenant stipulates that the carpets were professionally cleaned upon initial occupancy and free of pet and urine odors and stains. The Two Hundred Fifty Dollar (\$250) non-refundable fee shall cover basic carpet cleaning and

inspection not to exceed \$250. Carpets that become excessively soiled or stained or exceed the \$250 will be charged extra and should carpet material replacement be necessary due to damage by Tenant, Tenant shall be responsible for damages including, but not limited to, pad replacement, pet seal if urine is present, and a prorated portion of carpet life lost due to damage beyond normal wear. If tenant is working from home and desires to have an office type chair on the carpet they are required to use a plastic chair mat to avoid carpet damage or be responsible for resulting damage to carpet. 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.** The prepaid fee shall be held by Landlord, but the fee will not be charged against the Tenant's account until after Tenant move-out.

23. **LIGHT BULBS:** - 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. **Tenant further agrees to replace all expired light bulbs with the appropriate style, color, wattage, and matching bulbs prior to vacating. 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 charges 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 an 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 Tenant's 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; or initial term of lease if shorter than 1 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;
- 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. **ABANDONMENT WITH 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 (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. **SATELLITE DISHES AND CABLE INSTALLATION.** Tenant understands that any installation of a satellite dish/cable requires Landlord's approval prior to installation and that all installations should be conducted by a vendor selected by Landlord. Failure to use Landlord's approved vendor and obtain Landlord's Satellite/Cable Installation Authorization Form may result in a fine of up to Five Hundred Dollars (\$500). Keep in mind we do not allow any new equipment installed on the roof only a pole in the yard and no new holes in the house. 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. **CREDIT REPORTING/COLLECTIONS.** 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.

33. **Required Property Damage Liability Insurance:** All Tenants are required to maintain property damage liability insurance on behalf of the Landlord and Property Manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both Landlord's and third parties' property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge, and sewer backup. **Tenants are required to name Frontline Residential Property Management as an "Interested Party"**. Such a policy shall be written not contributing with and will be in excess from coverage that Landlord may carry, and must waive all rights of subrogation against Landlord and Property Manager. It is agreed that Landlord carries insurance for its protection and that the Tenant is not a beneficiary of such insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated in the Lease regardless of existing Landlord 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. _____ Initial

34. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws and legal decisions of the State of Idaho.

35. **ATTORNEY'S FEES:** 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. **SALE OF PREMISES:** 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.
- follow link for your copy of the pamphlet "*Protect Your Family from Lead in your Home*".

https://www.epa.gov/sites/production/files/2017-06/documents/pyf_color_landscape_format_2017_508.pdf

____ 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:** _____

40. **NON-DISPARAGEMENT:** Tenant agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Owner, its employees, directors, and officers. Owner and Tenant acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, online review sites, competitors, strategic partners, vendors, employees (past and present), and clients. All disputes or complaints shall be resolved confidentially, either privately or through the courts. Tenant understands and agrees that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that Owner would be irreparably harmed by violation of this provision.

41. **COMMUNICATION WITH HOMEOWNER:** Occupant shall not have any direct contact with the Homeowner. Agent cannot be held liable for any statements or promises made by the Homeowner if Homeowner chooses to contact Occupant or vice-versa without Agent's knowledge or presence. Agent's liability to Occupant and or Homeowner under this Rental Agreement is limited to its intentional misconduct or gross negligence.

42. **Rent Payment Agreement**

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

- a) **Online payment portal (ACH)** – I will pay my monthly rent according to my lease using the tenant portal at www.frontlinerm.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 per household and each additional transaction will be charged a \$3 processing fee.
- b) **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 \$20 processing fee due with rent and considered late rent if not paid.**
- c) **Cash** - I understand and agree that if I choose this option Frontline RPM does not accept any cash directly and I be will required to use one of Frontlines cash pay vendors. Please inquire further for instructions to pay with cash.

43. **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

By: _____

By: _____

Print: _____

Print: _____

Date: _____

Date: _____

Tenant Co-Signer:

By: _____

By: _____

Print: _____

Print: _____

Date: _____

Date: _____

By: _____

By: _____

Print: _____

Print: _____

Date: _____

Date: _____

By: _____

Print: _____

Date: _____

SAMPLE

Repair and Cleaning Charges

Prior to vacating you are required to clean the property thoroughly. The items listed below are charges that you will be charged if the property is not left in clean and satisfactory work order. These charges will be deducted from your security deposit or owed to FRPM if your security deposit is not enough to cover the charges. You will be charged for each item that is cleaned or repaired. **The prices listed are estimated charges only. Please note this is not an all-inclusive list. You can be charged for cleaning, repairing, or replacement of items not on this list.** Any items missing or damaged to the point they must be replaced will be charged to you. A list of replacement charges is provided below. These are average prices and do not include labor or service charges.

Items

Appliance Bulb	\$5.89	Light Fixture Globe	\$8.99
Bedroom Lockset	\$21.23	Mailbox Lock with Notch	\$17.19
Blind Wand	\$3.97	Mailbox Lock Without Notch	\$10.88
Closet Door Guide	\$4.89	Microwave Light Bulbs	\$6.46
Deadbolt	\$25.00	Ozone "Odor Removal"	Up to \$500
Disposal Replacement	\$110.46	Paint "Gallon"	\$33.98
Door stopper	\$3.40	Paint "Quart"	\$18.90
Drip Pans "Set"	\$19.40	Pop Up Stopper	\$13.50
Fence Pickets (ea.)	\$4.83	Re-Key "Minimum"	\$75.00
Flood Light	\$9.89	Refrigerator Shelf Front	\$62.00
Furnace Filters	\$8.97	Slider Screen	\$39.00
Garage remotes	\$44.54	Window Blind (depends on size)	\$72.00
Garage Wall Pad	\$36.89	Slider Screen Door	\$85.28
Hollywood Bulbs	\$3.65	Doorknob	\$25.00
Keypad Batteries	\$4.51	Smoke Alarm Battery	\$4.51
Kitchen Faucet	\$89.00	Trash Removal-Dump Fee (Minimum)	\$17.00
Light Bulb	\$2.15	Candelabra Bulb	\$2.33
Non-Returned Keys (per key)	\$25.00	Fuel Surcharge	\$7.50

Labor

Appliance & HVAC Hr	\$95.00	Sprinkler and Landscape labor	\$60.00
Standard Labor Hr	\$50.00	Cleaning per Hr	\$35.00