Southern Idaho Rentals

Total Due (including rent): \$798.00

140 South Center #94 • Rexburg, ID 83440 (208) 522-9400



1. Residency and Financials

1.1 RESIDENTIAL LEASE AGREEMENT

This is a legally binding contact made and entered into between Southern Idaho Rentals (SIR), as acting Agent for owner of the below named property and hereafter called "Landlord." and TENANT(S)

named property and nereatter called Landlord, and LENAN	11(5)
Davi Freitas Tenant Name	
Ana Silva Tenant Name	
234 W 1st South #110, Rexburg, ID 83440 Address:	
In consideration of the mutual covenants and agreements leases from Landlord the above-described property.	herein contained, Landlord hereby leases to Tenant and Tenant hereby
All people(s) and ages that will be living at the residence not	already identified must be listed on the application.
Other Occupant:	Other Occupant:
Other Occupant:	Other Occupant:
1.2 LEASE TERM	4/19/2025and end on8/31/2025 The apartment/trailer
	months unless written notice of termination is given by either party at least
Rent may be increased with 30 days' written notice after	the term of the lease.
1.3 PROPERTY CONDITION	
Tenant has examined property and warrants that all things a Report" with a written request.	are in acceptable working condition. Tenant may view "Move-In Inspection
1.4 MOVE-OUT NOTICE	
	must be given to Lessor's representative. Resident's move-out notice may eement term or renewal period. Resident's move out notice must terminate notice but no sooner than thirty (30) days after the notice.
1.5 RENT	
	rental of the Apartment/Trailer, payable in advance and without demand nand by the 1st of the month. Rent is late if not received by the 5th of the day written notice.
1.6 MOVE IN CHARGES	
One-time charges (see below)	
First Month's Rent: \$298.00	
Security Deposit: \$500.00	

1.7 PAYMENT

Payment should be paid through the tenant portal through Innago. If a tenant does not pay through the Tenant Portal and requires Rent Pick-up, a tenant will be charged a \$50.00 pickup fee. The portal may be accessed on the sidahorentals.com website.

1.8 PARTIAL PAYMENTS

Landlord accepting partial payment does not waive the right to terminate if the balance of rent is not paid as agreed in writing.

1.9 LATE CHARGE / (NSF) RETURNED CHECK FEE

The rent is due on the 1st of every month. If rent is not received by the 5th of the month (including holidays and weekends) by 11:59 PM, a daily late fee will be paid by the Tenant(s). The late fee is \$10.00 per day if the rent is not paid in full, beginning with the 6th day of the month. If Tenant(s) fails to pay rent and other charges, or to comply with any terms or conditions specified herein, Landlord may terminate tenancy. Resident also specifically agrees to pay the full amount allowed by law as a penalty for any dishonored bank check given to Lessor for rent or for other payment Resident is obligated to pay to Lessor under this Agreement.

In the event a check is returned for non-sufficient funds (NSF) the tenant agrees to pay a \$30.00 NSF or Returned Check Fee.

1.10 SECURITY DEPOSIT

To secure to Landlord the performance by Tenant of all the obligations imposed upon Tenant by the terms of this Agreement. Tenant has deposited with Landlord the total sum of \$\frac{\$500.00}{\text{.}}\$. The deposit shall be returned to Tenant only after all the following conditions have been met:

- a. The full Agreement term must have expired or been terminated without default by Tenant, and Tenant must not have held over. "Holding over" is defined as retaining possession of the Apartment after either party has given thirty (30) days written notice of termination.
- b. Thirty (30) days written notice must have been given to Landlord or Landlord's representative prior to the date of termination or expiration.
- c. There are no unpaid changes, damages, or rentals due by Tenant under the Agreement. Tenants cannot use the security deposit during the occupancy, or term of the Lease Agreement for rent.
- d. Tenant's forwarding address and keys have been left with Landlord.
- e. The Apartment, including designated kitchen appliances, has been cleaned thoroughly in accordance with Landlord's Cleaning Checklist, if Tenant fails to clean in accordance with the written Cleaning Checklist, reasonable charges to complete such cleaning shall be deducted.
- f. After inspection by Landlord's representative, appropriate charges shall be deducted for any unpaid damages or repairs to the Apartment or its contents (beyond reasonable wear), including but not limited to charges for cleaning carpets, draperies, furniture, walls, etc. which are soiled beyond reasonable wear: insufficient light bulbs, stickers, scratches, burns, stains, or unapproved holes. A charge will automatically be deducted from the security deposit to clean the carpets, as arranged by Landlord.

The tenant agrees to forfeit full deposit if ANY of the terms of the lease are broken by the tenant. In the case of a full forfeiture, the tenant agrees to be additionally financially responsible for all carpet cleaning, housekeeping, repairs, marketing, and lost rent to prepare the property for market. Landlord reserves the right to terminate lease based on arrest for any reason, domestic disturbances, violence, drug trafficking, use of illegal drugs, failure to pay rent, or destruction of property.

After the above conditions have been complied with by Tenant, the balance of all deposits will be mailed to Tenant's forwarding address along with an itemized accounting of any charges or damages no later than twenty-one (21) days after moving out. The tenant agrees that said deposits may not be applied to rent due. If Tenant fails to move, Landlord may sue for damages incurred and the deposit is forfeited.

1.11 ACCEPTING OF DEPOSIT

Acceptance of deposit does not constitute a waiver of Landlord's right to terminate for nonpayment of rent. After termination, security deposit can be used to pay unpaid bills to Landlord.

1.12 ALLOCATION OF FUNDS

Monies paid by Tenant shall be applied in the following order (1) non -sufficient fund fees, late fees and / or Tenant Service fees (2) Tenant caused billing (3) past due utilities (4) attorney fees (5) Tenant caused property damage, past due rent, oldest month to newest. Tenant agrees to this allocation of funds despite any limiting or restrictive endorsement or memo contained on the payment.

1.13 UTILITIES

Tenant shall pay all utilities on the property unless otherwise stipulated by landlord in writing. Utilities must be changed into the Tenant's name on the first business day after signing the lease. This includes but is not limited to electricity, water, sewer, trash, natural gas, propane, internet, and cable. Tenants will not allow utilities to be disconnected by any means.

1.14 INTERNET

Direct Communications/OPTIX will be happy to assist individual tenants with their internet questions and concerns. You can reach them at 208-242-3711. SIR Management is unable to provide technical support. OPTIX internet contracts with SIR Management to provide service to each unit on the premises. Optix maintains and owns service lines and equipment that provides service to each unit. Residents are required to supply and maintain their own equipment in their unit that will facilitate use of the internet such as TV's, routers, extensions cables, computers. It is the responsibility of the tenant to communicate with OPTIX as to what equipment they need, and customer service is provided by OPTIX to all tenants. Tenants are NOT allowed to contract with another provider for internet and/or TV services that would require non—existing equipment to be installed and maintained on the property. New satellites dishes and antennas not already installed on the property are not allowed and violation of this policy will incur a \$250 fine to remove equipment and repair any damage.

By initialing below, you acknowledge and agree to the terms in Section 1.



2. Policies and Procedures

2.1 COMMUNICATION AND NOTICES

Landlord and Tenant agree that all notices, complaints, requests for repairs, and any other communication must be done through the tenant portal on Innago. Both Landlord and Tenant agree that communication via email/Tenant Portal is an acceptable form of communication and constitutes written notice. This includes all written notices as outlined herein. Notices may also be served by mail or attached in a secure manner to the main entrance to that portion of the premises of which the Tenant has possession or to the Landlord at the address provided. Notice given or received by one Tenant is binding on all other Tenants or guests of the premises. Please direct all written communication to: sidahorentals@live.com

2.2 PEST CONTROL

The tenant has examined the property and verified that there is no evidence of insects or pests. Tenant agrees to be financially responsible for and to organize extermination of any pests that may be introduced during tenancy (if extermination company is required, they must be approved by Landlord.) These include but are not limited to hobo spiders, ants, cockroaches, bed bugs, mice, squirrels, raccoons, or any other insect, spider, or other nuisance bugs or animals. If pests exist in the property after moving-out, Tenant agrees to be financially responsible for removing those pests. The owner is not responsible for any damage done to the tenant's person or property by such pests, or any other persons on the premises. Tenants are encouraged to keep premises clean as this will eliminate the most common pest problems.

2.3 ABANDONMENT

Tenant(s) agrees that any goods, personal possessions, motor vehicles, or other property left on the premises, after termination of the tenancy by any means, shall be considered abandoned and may be disposed of at Tenant(s) expense. In the event Tenant abandons the property prior to the expiration of the lease, Landlord may re-let the premises and hold tenant liable for costs, lost rent or damage to the premises.

2.4 REPLACEMENT PRICE

Premises, articles or equipment described in the inventory, or which may hereafter be furnished to the Tenant(s) by the Landlord, that become missing, broken or damaged shall be paid by the Tenant(s).

2.5 SCHEDULED BUSINESS APPOINTMENT

If Tenant does not show up on agreed time with SIR or 3rd party, Tenant will be billed for the service call of \$85.00

2.6 RENT PICK-UP

If you require SIR to pick up your monthly rent, you will be charged a \$50.00 pickup foc ID: b98bfa41a46786942d79367554e7add24e3a0ed7

2.7 NOTICE DELIVERY SERVICE FEE

The Tenant service charge for delivering a notice of any non-compliance with this lease agreement is \$95.00. Other charges may apply depending on the condition of the premises. Notice Delivery Service: If rent is not paid fully by the 5th of the month, Tenant agrees to pay \$150.00 service charge for a 3-day notice delivery.

2.8 TERMINATION RETRACTION

If a written notice to move out has been provided to the Landlord and the Tenant retracts this notice in writing and wants to continue living in the property, Tenant agrees to pay a \$150.00 Tenant Service to remove property from move out workflow.

2.9 OCCUPANCY

Prior written permission is required for all guests staying longer that 3 days. Any guest staying on premises for more than 3 days in a 2-month period without written permission will be charged \$10.00 per day paid for by TENANT.

The ONLY people that will occupy said property are those individuals listed on the Lease Agreement (Information required for fire safety, Idaho Code, and acceptable living conditions). A written and signed (by both agent and tenant) addendum is required if any guest remains for more than 3 days in a two-month period. To add a roommate or another Tenant living in the property, an application must be submitted to SIR, and an associated fee must be paid prior to roommate move in. To remove a roommate, the Tenant who wishes to continue to remain in the residence must re-apply for the property, qualify and pay associated fees.

2.10 ADDITION OR REMOVAL OF ROOMMATE

Addition of a Roommate: The processing charge to add a roommate is \$195.00 (new roommate must be approved through the application process). Removal of a Roommate: If approved. The processing fee to remove a roommate is \$195.00.

2.11 CHANGE IN CHARGES

The Landlord may change the type or amount of late charges or service fees by giving 90 days' written notice to the Tenant(s)

2.12 UNAUTHORIZED ANIMALS-PETS

Tenant agrees to pay a \$250.00 fee for any animals brought onto the premises without written consent and pay for any associated damages (This includes Dog sitting).

No dogs, cats, other animals, aquariums without express written consent from the Landlord. Tenant may not keep allow or maintain an animal of any kind on or near the Premises for any length of time without the **prior** written consent of the Landlord and posting of a pet deposit. If Landlord has agreed to allow pets, the number, species and breed may not vary from that indicated above, even on a temporary basis. In addition, if animals are allowed, they are never to be permitted access to the interior of the structures on the Premises without prior approval from Landlord. The tenant is liable for all costs of cleaning, de-flea, repair or replacement of carpet and/or padding or other damage or loss caused by said animal, even if such damage exceeds the sum of both the pet and security deposits. Violation of this provision will allow Landlord to commence eviction on the basis of nuisance without any further notice or opportunity to cure. If a **companion/service animal** is to reside on the premises, proper documentation must be submitted to Southern Idaho Rentals **prior** to said animal being allowed on the property. For any violation of this provision Landlord may fine tenant up to \$250.00 per violation.

2.13 ANIMAL VIOLATION

Tenant agrees to pay \$250.00 per animal violation by Tenant or their guest and pay for any associated damages. This includes leaving any animal in the unit alone overnight or while you are out of town. This includes Emotional Support Animals and service animals (In all fairness to the animal).

2.14 SITE UNSEEN

Parties agree that Tenant was given the opportunity to inspect the Premises prior to signing the Agreement. If Tenant declined to do so and chose to sign the Agreement for Premises sight unseen for their convenience, parties acknowledge that Tenant is fully obligated to Agreement should they not take occupancy of the Premises. Tenant does agree that any maintenance shall only be done as required by the Agreement and not at the preference of Tenant since Tenant agreed to take Premises sight unseen. The tenant is deemed to have fully accepted the condition of the Premises.

2.15 NOTICE OF ABSENCE

Tenant(s) shall notify the Landlord in writing, of any anticipated absence from the premises is excess of 7 days, no later than the first day of the absence. If Tenant is absent from the premises for more than 10 days without notice, it will be considered non-conforming termination of the lease.

2.16 SUBLEASE

Tenant(s) shall not transfer their interest(s) in this agreement or sublet the premises. Any attempt to transfer of sublease shall be void.

2.17 USE OF PREMISES

The premises shall be used only as a dwelling unit. Tenant(s) shall use in a legal and residential manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities or appliances on the premises.

2.18 NOISE

Please be conscientious of others. Stereo, radio and television sets are to be kept at a volume that cannot be heard in the next apartment. Use of all common areas (patios, parking lots, etc.) Shall be between the hours of 9:00 AM and 10:00 PM. This means the barbeque or party must end QUIETLY after 10:00 PM so others may sleep.

2.19 CONDUCT

Disorderly conduct shall be grounds for notice to vacate the dwelling and terminate this agreement. Tenant(s) shall restrict all sounds or noise to a volume that does not disturb neighbors. Tenants and their guests shall conduct themselves in a manner that will not disturb their neighbor's peaceful enjoyment of the premises. Tenant agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting normal wear and tear). Tenant will return the Premises to the Landlord in clean and "rent ready" condition as determined by the Landlord.

2.20 DAMAGES VS WEAR AND TEAR

Tenant agrees that damages and uncleanliness/filth is not normal wear and tear. Tenant agrees to make no alteration or repair to the Premises (including, painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Landlord, which permission may be withheld for any or no reason.

2.21 DAMAGE/TAMPERING/DESTRUCTION

Tenant(s) is responsible for all damage to property or premises caused by, but not limited to the stoppage of waste pipes, of overflow of bathtubs, toilets or washbasins. Tenant(s) agrees to pay for damage to the building or furnishings other than the normal wear and tear. Tenant(s) shall not tamper with or make alternations to the premises, including changing locks, without the written permission of the Landlord.

If damages or injury to Landlord's property is caused by resident, resident's guest(s) or child (children), the Landlord's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under Landlord's policy. Nothing herein shall require Landlord to obtain insurance for Tenant. Landlord's willingness to assist or remind Tenant of the insurance requirements shall not be deemed to create a duty in the Landlord to obtain insurance for the Tenant. The requirement to obtain insurance is the sole responsibility of the Tenant regardless of Landlord's efforts regarding Tenant's insurance.

2.22 POOLS AND TRAMPOLINES

No trampolines or pools of any kind will be kept on the premises. For any violation of this provision Landlord may fine tenant up to \$250.00 per violation.

2.23 SMOKE ALARM

Tenant(s) acknowledges the presence of a smoke alarm in fully operational condition in the rental unit. The tenant agrees to test the unit at least once per month and replace the batteries as needed. Failure to replace batteries or notify Landlord of a faulty smoke detector will result in a \$95.00 fine. Tenant agrees to hold Landlord harmless for loss or damage due to the smoke alarm's failure to operate. Tenant(s) is required to immediately notify Landlord in writing of any malfunctions of the smoke alarm. Tenant(s) shall not remove or tamper with a properly functioning smoke alarm, including removing any working batteries.

2.24 JOINT LIABILITY

If a rental unit is occupied by more than one occupant it is agreed that each person will be held responsible for the entire lease agreement, rent and any other additional charges until the rental account is paid in full. Any prepaid rents and/or deposits will remain charged to the account and will not be applied until such time that all Tenants legally vacate the dwelling unit.

2.25 CREDIT CHECKS / COLLECTIONS

Tenant agrees that the Landlord may conduct background, criminal history, and credit checks at any time after application, during the term of this agreement Tenant agrees to inform Landlord of any changes in employment for so long as Tenant has obligations owing to landlord. Tenant gives Landlord express permission to view and get copies of any Police report filed during tenancy.

In the event that Tenant becomes delinquent, and payment is not made on the amounts owing under the terms of this agreement, and the balance is placed with a licensed collection agency, Tenant agrees to pay the fees of the collection agency, which amount is heretofore agreed to be double the outstanding balance at the time the account is placed for collections. The collection agency fee will be calculated and added at the time the account is placed into collections. In addition to the initial Credit Report, Tenant gives permission to Landlord or licensed collection agency working as an agent for the Landlord, to access up to 2 additional credit reports pulled for the benefit of collecting unpaid debt.

2.26 CHANGE IN CONTACT INFORMATION

Tenant agrees to keep Landlord informed of any change in contact information in writing. If Tenant does not inform Landlord of change in phone number and email, there may be a \$25 service fee assessed.

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



3. Responsibilities

3.1 KEYS

You will be provided the following key(s): 3

Front door: 2

Mail key(if applicable): 1

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in. You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent. All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned. Tenant agrees to pay for each key lost during residency or not returned at time of vacating. Failure to return keys will result in a \$75.00 charge, \$70.00 charge per mail key. The tenant will return all keys to the SIR upon vacating the premises.

3.2 PARKING/PERMIT

Each unit is given 1 FREE parking permit. If additional parking permits are needed, they may be purchased if available for a fee of \$15.00 per month. Failure to return the parking permit will result in a \$50.00 charge per permit. Failure to return any/or all the above-mentioned items will be withheld from the Security Deposit or charged to tenant. Broken down vehicles are NOT allowed on the property and are subject to being towed.

3.3 LOCK OUT SERVICE FEE

If SIR must send someone to unlock premises a \$50.00 charge will apply.

3.4 MAINTENANCE

Tenant(s) shall report immediately in writing all malfunctions of equipment, failure of essential service, or need of repair in writing. If we determine the problem was your fault you will be billed for the service call. All maintenance and repairs must be approved by Landlord.

The tenant has examined the property, acknowledges it to be in good repair and agrees to provide prompt written notice of any maintenance problems. In the event of a tenant or tenant's guests have done damage, either intentionally or negligently, tenant shall pay for such repairs. Tenant agrees to pay for damage due to turning water on from exterior hose bibs and allowing the same to freeze (tenant agrees to disconnect all hoses from exterior of building during freezing months), or damage to carpet, linoleum, or other permanent fixtures by burns, spillage, careless visitors, or other misuse, neglect or malicious behavior.

3.5 TENANT MAINTENANCE RESPONSIBILITY

PLEASE report promptly any dripping faucets, running toilets, or any other items that need repair. The unit must be kept clean, sanitary, and free from objectionable odors. The tenant is responsible for costs of repair for clearing stopped up toilets, sinks, and all drains due to resident negligence. No items besides toilet paper and human waste should be flushed down toilets. Do not pour any fat or oil down the kitchen sink. Clean debris (hair) from showers and sink frequently to avoid clogs and other related problems.

3.6 TENANT RESPONSIBILITIES

Tenant is responsible for cleaning duct openings, replacing light bulbs, smoke alarm batteries, defrosting (deicing) the freezer portion of the refrigerator, clearing clogs in drains and toilets, and removing ice, sleet, or snow from the sidewalk in front of the premises.

3.7 SNOW REMOVAL

Tenant(s) are responsible for snow removal for sidewalks and steps, and driveways.

3.8 MAINTENANCE REQUESTS

All maintenance requests must be made in writing through the online Innago portal where they will be logged and allocated.

3.9 CLOG

If landlord determines that clogged pipes or sewer are caused by tenant, then it will be the responsibility of tenant to pay for repair. All maintenance and repairs must be approved by Landlord.

3.10 FROZEN PIPES

If heat is turned down or off and pipes freeze or break, it is the responsibility of the tenant for all damages or reimbursement to the Landlord. All maintenance and repairs must be approved by Landlord.

3.11 SMOKING AND VAPING

The tenant agrees to pay a \$500.00 fine and damages for smoking in or near the apartment.

There is **NO** smoking/vaping allowed on the premises at all. Any damage caused will be at the sole expense of the Tenant. People may smoke 25 feet away from entrances. Smokers will smoke/vape downwind of the building entrances to avoid smoke going into windows or open doors. Secondhand smoke is defined as a nuisance and may be cause for eviction. If caught smoking/vaping in the premises, Landlord will fine tenant up to \$500.00. On second offense the Landlord may move forward with eviction. Tenant shall abide by any regulations promulgated by Landlord regarding smoking/vaping. Further, Tenant acknowledges that smoking/vaping damages the Premises and agrees to pay for any such damage (such as carpet, paint, etc.). Tenant acknowledges that smoke/vape from outside the premises or from adjoining Premises may drift into Tenants Premises and is not allowed.

3.12 MOLD AND MILDEW

Tenants agree to use proper climate control, keep apartment clean, and run exhaust fan during showering as necessary to prevent moisture from accumulating in the apartment. Tenant agrees to, promptly, and on a regular basis, remove moisture accumulation on windows, walls, showers, bathtubs, caulking, flooring and all other surfaces. Tenants agree to regularly check for and wipe moisture behind furniture in closets, by water heaters, behind beds and behind blankets used to cover windows or other window coverings. Tenant agrees to immediately notify landlord if water leaks or excessive moisture is found within premises, if mold or similar growth cannot be cleaned with household cleaner, or any other condition that may contribute to mold growth. Tenant further agrees to indemnify Landlord, shall not hold the same liable for any damages caused to Tenant, Tenant's guests, occupants, or any property within the premises resulting from mold or mildew. Resident shall indemnify Landlord from any liability relating to mold or mildew resulting from damages to any person or property within Premises regardless of the source of the mold or mildew.

3.13 CLEANLINESS

Tenant shall return premises to Landlord in every way clean. The Landlord's definition of "clean" shall be binding on the parties.

3.14 NAIL HOLES

Nail holes must be covered and repaired after each tenant has vacated. Landlord will have the nail holes repaired at Tenant's expense (IF EXCESSIVE). This is to ensure that a uniform standard is met for all properties under Landlords management. TENANTS ARE NOT ALLOWED TO COVER/FILL NAIL HOLES OR ANY OTHER WALL DAMAGE. To best ensure that maintenance/painting are not required please keep nail holes as small as possible. Large nail holes and screw holes will need to be repaired and will be deducted from the Security Deposit.

3.15 COMMON AREAS

Please help keep common areas clean and neat. No personal items shall be left on or around property. No littering of cigarette butts, papers, trash, or beer/soda cans allowed anywhere on driveways, hallways, yard, or other common areas by occupants or guests. Clothing or towels shall not be hung outside on any ledge or balcony. Tenant(s) are not to affix any decal, poster, or sign to the interior or exterior of the premises. No sign or posters may be placed in the yard area without the written permission of the Landlord.

3.16 FLAMMABLE/TOXIC MATERIALS

Tenant(s) shall not house flammable materials, such as fuels or propane tanks in their unit. All damage caused by flammable materials/smoking or tenant(s)/guest personal property shall be repaired or replaced at the tenant's expense.

3.17 NEGLIGENCE

Any damage or injury due to the Tenant's negligence or negligence of Tenant's guest shall be the responsibility of Tenant and Tenant agrees to indemnify Landlord for any such damage or injury.

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



4. General Clauses

4.1 TENANTS TERMINATION PROCEDURE

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death. To terminate this contract, Tenant must provide written notice 30 days prior to the end of the TERM AND 30 days prior to Tenant move out. If the agreement is terminated by the Tenant prior to the end of the Term or after renewal, it will be considered "Early Termination" or "Non-Conforming Termination." See below for details.

4.2 30-DAY TERMINATION NOTICE

Upon giving a 30-day termination notice, the Tenant(s) agrees to provide a single forwarding address for notices and accounting. If within 15 days after actual move out of date, Tenant has failed to provide a forwarding address to the Landlord in writing, Tenant agrees to forfeit any refundable security deposit.

4.3 EARLY TERMINATION

If Tenant must terminate the lease prior to the expiration of the term, they may do so with a 30-day written notice. Tenant will complete the following to qualify for "Early Termination:"

- a. Provide written notice no less than 30 days prior to moving out.
- b. Pay \$350 Termination Fee and \$100 Marketing Fee within 7 days of providing written notice.
- c. Pay the rent, utilities and any other obligations such as snow removal and lawn service, until the property is re-rented.

- d. Return key to Landlord office immediately upon move out.
- e. A tenant is still responsible to pay rent until the end of the lease term or until the unit is re-rented.

4.4 LEASE TAKEOVER

Tenant may at their option, provide Landlord with a qualified Tenant to assign this Agreement by completing the following:

- 1. Provide written notice of intent to assign this lease by signing Lease Takeover Document provided by SIR.
- 2. Pay Lease Takeover Fee of \$350.
- 3. New applicant(s) must apply and qualify under SIR application guidelines.
- 4. Deposit stays with the current lease, if you would like a deposit back you need to collect it from the approved applicant. You may not charge more than what we have on file.
- 5. Utilities must be transferred into new tenant's names without any gap.
- 6. Lease Takeover documentation must be signed by both parties.

4.5 NON-CONFORMING TERMINATION

If Tenant terminates the lease without the following specific procedures outlined above or Landlord terminates lease due to repeated non-compliance with the lease, Tenant agrees to

- 1. Pay a \$750 Administration Fee and \$100 marketing fee.
- 2. Pay the rent, utilities and any other obligations such as snow removal or lawn services, until the property is re-rented.
- 3. Return key to the Landlords office immediately upon move out.

4.6 LANDLORD TERMINATION

After the initial term of this lease, the Landlord may terminate tenancy at any time, with or without stated cause, upon giving Tenant not less than 30 days written notice.

4.7 DEFAULT BY RESIDENT

If Resident fails to pay rent or other amounts owed by Resident under the Unit Lease; or if Resident or Resident's guests or occupants violate this Unit Lease, Unit rules, or fire prevention, health or criminal laws; or if a Resident abandons the Unit, then Lessor's representative may (with or without demand for performance) terminate Resident's rights of occupancy by giving Resident three (3) day's written notice to vacate. Notice may be given by one of the following methods: (1) regular mail, (2) certified mail, return receipt requested, (3) personal delivery to any Resident, (4) personal delivery to the Unit to any occupant sixteen (16) or older, or (5) affixing the notice to the back of the main entry door of the Unit. Termination of possession rights or subsequent reletting by Lessor shall not release Resident from liability for future rentals. After Lessor gives notice to vacate or after Lessor files an eviction suit, Lessor may still accept rent or other sums due; and such notice, filing, or acceptance will not waive or diminish Lessor's right of eviction or any other contractual or statutory right. Acceptance of monies at any time will not waive Lessor's right of property damages, past or future rent, or other sums due. If Resident's rent is delinquent and if three (3) day's prior written notice is delivered to Resident, Lessor may terminate utilities furnished or paid for by Lessor unless governmental pro-rations provide otherwise. Lessor may report unpaid amounts to local credit agencies for recordation in Resident's credit file. Resident's absence from the Unit for three (3) consecutive days while all or any portion of the rent is delinquent shall be deemed an abandonment of the Apartment/Trailer. All monies paid by Resident hereunder shall be applied by Lessor first to outstanding obligations stipulated in this Unit Lease (i.e. late charges, damages, etc.) and the remainder to rent hereunder provided for. If Resident holds over beyond the end of this Unit Lease term or renewal period, Resident's deposit will be forfeited and Lessor shall be entitled to triple rents for the holdover period, plus any damages such as a loss of prospective residents, plus attorney's fees. All monthly rentals for the remainder of the Unit Lease term or renewal period shall be accelerated automatically without notice or demand (either before or after acceleration) and shall be immediately due and delinquent if, without Lessor's consent: (1) Resident moves out, removes property in contemplation of moving out, or gives verbal or written notice (in person or by cooccupant) of intent to move out prior to the end of the Unit Lease term or renewal period, and (2) rentals for the entire Unit Lease term and renewal period have not been paid in full. Such conduct shall be deemed a default for which no notice by Lessor to Resident is necessary. Remaining rents shall likewise be accelerated if Resident is evicted.

4.8 72-HOUR NOTICE-3 DAY NOTICE-EVICTION NOTICE

(3-day pay or quit notice): In the event that a "3-day pay or quit notice" is delivered to Property, Landlord may terminate the rental agreement and take possession of the premises as provided by law.

4.9 PAYMENT

If Tenant(s) fails to pay rent and other charges, or to comply with any terms or conditions specified herein, Landlord may terminate tenancy.

4.10 OMISSIONS

Any omission or misstatement on the application for this dwelling unit may, at the option of the Landlord, be grounds for immediate termination of this tenancy.

4.11 HABITABILITY

If the property is declared "uninhabitable" or an "unsafe environment" by city official, fire chief, or property manager, this lease will terminate immediately regardless of lease term.

4.12 HOLDOVER TENANCY

If tenant fails to deliver possession of the premises to landlord at the expiration of this lease, the tenancy shall still be governed by this lease on a month-to-month basis.

4.13 ENTRY INTO PREMISES

Tenant(s) shall not withhold consent to the Landlord to enter the premises to inspect the premises, make reasonable or agreed upon repairs or improvements or to show the unit to prospective buyers or tenants. The Landlord may enter the premises without consent in an emergency, to post notices, or at any time with 24-hour written notice. If entry is refused, Tenant agrees to pay a "No Show" fee of \$85.00 minimum for service calls by SIR or outside contractor, and any additional fees charged by outside contractor. If the Tenant schedules a meeting for maintenance or inspection and is not present for the same, Tenant agrees to pay the "No Show" fee. If an authorized animal is non-kenneled for a scheduled inspection or repair, making the scheduled inspection or repair impossible, Tenant agrees to pay the "No Show" fee. Tenant(s) agrees that from time-to-time landlord will be allowed to enter premises with 24 hr. notice to inspect cleanliness of premise. Tenant(s) furthermore agrees to make necessary cleaning changes required by Landlord to maintain a clean healthy living environment.

4.14 VEHICLES/AUTOMOBILES

Non-functioning and non-licensed vehicles are not allowed on the property. Repairs are not allowed on the property. This includes all changes or repairs, tire changes, and tune ups. If your car leaks oil, you are responsible for cleaning up all your oil drippings. Washing of vehicles on the property is prohibited. Cars parked in areas that obstruct the flow of traffic in and out of the premises will be towed at owner's expense. Apartment residents are to park in their assigned area only. Guests must park their cars in the street. All vehicles must have current registration tags. Unapproved vehicles will be towed from premises at owners' expense.

4.15 AFTER HOURS EMERGENCY

(208)522-9400 Call/Text/email only if damage is occurring to a person or property and something can be done such as turning off running water or power. Most urgent matters will have to wait for daytime hours to address and fix the situation, such as power outages or noise complaints etc. If the call is not deemed as an emergency the tenant will be charged \$25.

4.16 GARBAGE

Garbage should be kept in appropriate containers and removed frequently. The tenant is responsible for the cleanliness of the exterior of the property and may be charged for trash near property. All cardboard boxes must be broken down and flattened before disposed of.

4.17 TENANT SAFETY

All doors must be locked in the absence of resident. Storage of gasoline or other combustibles in unit is prohibited. It is the responsibility of the tenant to regularly check the smoke alarm and to replace the 9-volt battery as needed. If the smoke alarm is not working with new battery, call manager immediately for replacement of alarm.

4.18 RENTERS INSURANCE

Landlord requires proof of renter's insurance from tenant. If damages or injury to Landlord's property is caused by resident, resident's guest(s), child (children), or emotional support animals, authorized pets, the Landlord's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under Landlord's policy. Nothing herein shall require Landlord to obtain insurance for Tenant. Landlord's willingness to assist or remind Tenant of the insurance requirements shall not be deemed to create a duty in the Landlord to obtain insurance for the Tenant. The requirement to obtain insurance is the sole responsibility of the Tenant regardless of Landlord's efforts regarding Tenant's insurance. If damages or injury to Landlord's property is caused by resident, resident's guest(s), child (children), Emotional Support Animals (ESA), authorized pets, the Landlord's insurance company may have the right to attempt (under the "subrogation clause") to recover from the resident(s) payments made under Landlord's policy. Nothing herein shall require Landlord to obtain insurance for Tenant. Landlord's willingness to assist or remind Tenant of the insurance requirements shall not be deemed to create a duty in the Landlord to obtain insurance for the Tenant. The requirement to obtain insurance is the sole responsibility of the Tenant regardless of Landlord's efforts with regard to Tenant's insurance. Landlord IS NOT legally responsible for loss to the resident personal property, possessions or personal liability, and Landlord's insurance will NOT cover such losses or damages. This includes but is not limited to the loss due to leaking roof and loss due to refrigerator malfunction. The repair of such items will be the responsibility of the Landlord, but damages or losses from such events will be at the sole responsibility of the Tenant.

4.19 SATELLITE

No Satellite or TV dishes are allowed except with written permission of Landlord. A removal service charge will be assessed.

4.20 PROPERTY CONDITION REPORT-MOVE IN CHECKLIST

All units are presumed to be in good condition unless noted otherwise. Please walk through unit and list anything that is broken, out of order, or damaged. LOOK at everything. A few examples are Doors, ceilings, walls(holes), flooring, carpet, appliances, toilets, tubs cabinets etc. Tenant must return PCR to landlord within 2 days. Schedule a time to meet with Landlord at unit to verify issues, both parties will Initial PCR. You are responsible to keep a copy for your records (provide a copy to lease takeover lessee).

4.21 UNENFORCEABLE PROVISION

If a portion of this rental agreement should be ruled unenforceable by the courts, the other portions remain in full force.

4.22 MILITARY DUTY

In the event Tenant is or becomes a member of the Armed Forces on extended active duty and receives orders to permanently depart the local area, tenant may terminate this Agreement by giving thirty (30) days written notice as provided herein and as authorized by the Civil Relief Act. Tenant agrees to furnish Landlord a certified copy of the official orders which warrant termination of this Agreement. Permission for base housing does not constitute a permanent order.

4.23 ATTORNEY FEES

In the event it becomes necessary to enforce this agreement through the services of an attorney, Tenants agree to pay Landlords attorney fees and any cost incurred.

4.24 ADDITIONAL LEASE INFORMATION

Additional Lease Information

4.25 ENTIRE AGREEMENT

This lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

4.26 SIGN AND ACCEPT-CONFIRMATION OF UNDERSTANDING

I have fully read and understand the lease in its entirety.

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

 $\times \frac{\mathcal{OJ}}{\text{Initial Here}}$

5. Sign and Accept

5.1 ACCEPTANCE OF LEASE

I have fully read and understand the lease in its entirety. This is a legally binding document. By typing your name, you are consenting to use electronic means to (1) sign this contract (2) accept lease agreement and addenda.

X _	Davi Freitas	04 / 19 / 2025 Date	
	ACBS	04 / 19 / 2025	
X _	1	Date	

Fred & Paulson

04 / 19 / 2025



Title Willowbrook Lease

File name Willowbrook Lease.pdf

Document ID b98bfa41a46786942d79367554e7add24e3a0ed7

Audit trail date format MM / DD / YYYY

Status • Signed

This document was signed on my.innago.com

Document history

SENT	04 / 19 / 2025 23:52:53 UTC	Sent for signature to Davi Freitas (davi.freitasgeral@gmail.com), Ana Silva (carolinabarbosa1909@gmail.com) and Fred Paulson (sidahorentals@live.com) from subscriptions@innago.com IP: 3.18.19.170
VIEWED	04 / 20 / 2025 01:00:01 UTC	Viewed by Davi Freitas (davi.freitasgeral@gmail.com) IP: 24.116.48.248
SIGNED	04 / 20 / 2025 01:57:26 UTC	Signed by Davi Freitas (davi.freitasgeral@gmail.com) IP: 172.56.150.42
VIEWED	04 / 20 / 2025 02:11:02 UTC	Viewed by Ana Silva (carolinabarbosa1909@gmail.com) IP: 174.177.113.219
SIGNED	04 / 20 / 2025 02:14:09 UTC	Signed by Ana Silva (carolinabarbosa1909@gmail.com) IP: 174.177.113.219
	04 / 20 / 2025 02:19:30 UTC	Viewed by Fred Paulson (sidahorentals@live.com) IP: 184.155.136.101



Title Willowbrook Lease

File name Willowbrook Lease.pdf

Document ID b98bfa41a46786942d79367554e7add24e3a0ed7

Audit trail date format MM / DD / YYYY

Status • Signed

This document was signed on my.innago.com



04 / 20 / 2025 Signed by Fred Paulson (sidahorentals@live.com)

SIGNED 02:19:50 UTC IP: 184.155.136.101

7 O4 / 20 / 2025 The document has been completed.

COMPLETED 02:19:50 UTC