

RESIDENTIAL RENTAL AGREEMENT

This agreement, entered into 3/11/2021, is between Taylor Estrella, Kendall Estrella, and Avery Estrella (Co-signer) (hereinafter referred to as "Resident") and Five Star Property Management, LLC, authorized agent for Owner (hereinafter referred to as "Management") for the property located as follows:

529 C Raven Way, Chubbuck, ID 83202



Bannock County, State of Idaho (hereinafter referred to as "Premises")

Resident hereby offers to rent Premises listed above upon the following Terms and Conditions:

Rent & Fees: Monthly rent: \$935.00. Pro-rated rent of \$592.17 and pro-rated utility fee of \$57.00 for 4/12/2021 to 4/30/2021. Monthly rent is due on or before the first day of each month. Rent paid after such date is delinquent. If all rent and other accrued fees are not paid on or before the fifth day of each month by 5:00 PM, Resident agrees to pay a late charge as follows: \$50.00 after 5:00 PM on the 5th day of each month, plus \$10.00 per day thereafter. Rent may be paid in advance. For safety reasons, Management does not accept cash. Resident agrees to make payments in the form of check, money order, cashier's check, automatic ACH payment, or online payment (www.rentfivestar.com, your account number is 12897). Payments should be delivered or mailed to: Five Star Property Management, LLC, 158 S Main St, Pocatello, ID 83204.

Resident further agrees to pay \$25.00 for each dishonored check or returned payment plus any applicable late fees until the outstanding account balance is paid. In the event of a dishonored check or returned payment, Management may require that all future rent payments be in the form of a money order or cashier's check. In the event that rent is delinquent, legal action may immediately be initiated towards termination of tenancy. Resident agrees to pay a service fee of \$25.00 for any notice that Management should serve upon Resident for failure to pay rent, for receiving a utility or maintenance bill that should have been paid by Resident, or for any other default of this agreement.

Resident agrees to pay a month-to-month fee of \$95.00 if this agreement shall renew on a month-to-month basis after the initial term.

Resident agrees to pay a \$100.00 service fee, in addition to the carpet cleaning cost, if carpet cleaning is not scheduled & completed before the end of the lease as required. Resident agrees these fees are not a penalty, but represents a fair and reasonable estimate of the costs that may be incurred. All payments made by Resident shall be applied to the oldest charge on Resident's account. Funds will be applied to the current month's rent only after other balances are paid. Management will not be obligated to issue rent refunds for overpayments on any account unless the lease term has expired and Resident has vacated Premises. Any rent credits will be accounted for in Resident's final statement.

Term: The initial term hereof shall commence on 4/12/2021 and continue until 3/31/2022. Check-in time is after 10:00 am on the date of move in. Check-out time is 12:00 pm on the date of move out. Residents checking in early or checking out late may be subject to additional daily pro-rated rent. This agreement will automatically renew on a month-to-month basis unless Resident renews lease agreement with Management or written notice of termination is given by either party at least thirty (30) days before desired termination date. Resident agrees to pay a month-to-month fee of \$95.00 if this agreement shall renew on a month-to-month basis after the initial term. Resident shall be responsible for the payment of rent for the entire term of this agreement even if Resident vacates Premises prior to the termination date. Written notice of desired termination date must be given at least thirty (30) days before the initial term ends or, if month-to-month, thirty (30) days prior to desired termination date. Verbal notice will not be accepted. After proper written notice is submitted by Resident, the termination date shall be either the desired termination date or the date that possession is returned to Management, as evidenced by the return of keys to Management's office, whichever is later. Resident's liability for payment of rent shall continue until termination date.

Utilities: Management shall provide and pay for no utilities. Resident will pay a monthly utility fee to Management, posted on the first of each month of \$90.00 for the payment of water/sewer/garbage. Prior to move in, Resident agrees to initiate utility service for gas and electricity and keep these accounts paid and in good standing with the appropriate utility providers throughout the entire term of this Agreement. In the event Resident shall cause discontinuance of any required utility resulting in damage to the property, Resident will be responsible for the cost of repairing said damage. Resident further agrees to pay Management a service charge of \$25.00 for each utility bill Management shall receive for service dates falling within the term of this agreement. If utilities are furnished, or to the extent utilities are furnished, Resident agrees to conserve the same. Should Resident's usage be excessive in the opinion of Management, Resident agrees to reimburse Management for the excessive use.

No Smoking or vaping shall be allowed anywhere in or on the property. This includes any surrounding garages, patios, driveways or yard areas. Recreational smoking (ie: hookah) shall also be a violation of this provision. In addition to Management's other remedies, Management may charge and collect the sum of \$500 per discovery that this provision has been violated. All costs of cleaning or other damage or loss suffered on account of a violation of this section shall be promptly paid to Management by Resident. Violation of this provision will allow Management to commence eviction on the basis of nuisance without any further notice or opportunity to cure.

Initial	Initial	Initial	Initial	Initial

No Unauthorized Animals or Pets shall be allowed on Premises at any time. Temporary or visiting animals are also not allowed. Resident agrees that friends and relatives shall not be permitted to bring their animals to the Premises when visiting. Resident further agrees not to tend to or care for another individual's pet or any stray animals on the Premises. For any violation of this provision, in addition to Management's other remedies, Management may charge and collect the sum of \$200 per day, per violation. All costs of cleaning or other damage or loss suffered on account of a violation of this section shall be promptly paid to Management by Resident. Violation of this provision will allow Management to commence eviction on the basis of nuisance without any further notice or opportunity to cure. Management may allow a pet at other properties, but Resident understands that this does not mean that a pet is or will be allowed at this specific property. For information about service or assistance animals, please reference the section entitled *Disability*.

Contact Information: In the event that Resident shall change his/her phone numbers or email addresses, Resident agrees to notify Management of such changes within seven (7) days. Resident agrees to pay Management an administrative service fee of \$25.00 if Resident fails to provide updated contact information to Management.

Occupancy: It is expressly understood that this agreement is between Management and each signatory jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement. Resident shall be entitled to use Premises for residential purposes only. Premises shall be occupied by the following persons & no others: Taylor Estrella, Kendall Estrella, Finley Estrella. Occupancy by guests remaining over three consecutive days will be considered to be a violation of this lease unless prior consent is given by Management.

Assignment and Subletting: Resident shall not assign this agreement or sublet any portion of Premises. Resident shall not permit others to occupy Premises without having first obtained written consent of Management. If Resident desires to add additional occupants to this agreement, Resident understands that proposed future occupants must first complete a rental application and be approved by Management. Management may charge a fee of \$100.00 to cover the extra time and paperwork involved in adding an additional occupant and lease signatory to this agreement.

Habitability: Resident has inspected Premises and fixtures (or has had Premises inspected on behalf of Resident), and acknowledges that Premises are in a good and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. Resident acknowledges that Premises are in good order and repair. Resident agrees to complete, sign, and return a unit acceptance/property condition form to Management within one week of moving in. Management will conclude that everything is satisfactory if Resident shall fail to return this form.

Maintenance, Repairs, Alterations, Etc.: Resident shall at all times and at his/her own expense, maintain Premises in a clean, safe, and sanitary manner including all equipment, appliances, and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received. All fixtures and property upon Premises including appliances, shower rods, window coverings, garage door openers, etc., shall remain at the termination of this agreement, and shall not be removed by Resident. No signs or advertisements shall be allowed on or from Premises.

Resident is responsible for the events and actions on Premises and agrees to pay for any damage and/or repairs due to his/her intentional, unintentional, or accidental action or inaction and/or that of his/her family, invitees, guests, or parties unknown. Resident shall immediately notify Management, by phone and in writing, of any and all damage to the property. Damage shall be defined as a condition that is different from the move in condition of the property. Examples of damage include, but are not limited to: broken windows, bent or ripped screens, broken fixtures, stained/ripped/burned/dirty flooring, dented/scarred/scratched doors or trim, scratched/stained/chipped/burned countertops, scuffs/chips/holes in walls/trim/paint, broken hardware or cabinetry. Resident shall care for and clean the Premises regularly. Build up of dirt and mold will also be considered damage. Resident shall not be charged for normal wear and tear, which is defined as a condition that is within the customary or intended use of Premises (to be determined by Management or a qualified service provider). Examples of normal wear and tear may include some wear or matting of carpet and paint that has faded or yellowed due to sun and age. Stains, dirt, dings, dents, scuffs, scratches, burns and holes are NOT normal wear and tear and shall be considered damage to Premises.

Resident shall pay for and replace, if applicable to Premises, batteries, furnace/air/water filters, central vacuum bags, light bulbs, water softener salt, and other similar items as needed. If Premises have a water softener, furnace humidifier, water filtration system, water dispenser/ice maker in the refrigerator, kitchen faucet spray, screen/storm doors, keyless options on any locks, jetted tubs, or natural gas stoves, fireplaces, or firepits that need to be repaired or need to be replaced, Resident understands that operability of said items is not guaranteed and understands that property owners may direct Management to remove/abandon said items rather than repair or replace said items. Additionally, Resident agrees not to use wood/pellet burning stoves/fireplaces and hot tubs in or about Premises.

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Resident is responsible for and agrees to pay for any damage caused by wind or water from leaving the doors and/or windows open, by overflow water, by clogged garbage disposals, or by stoppage in waste pipes or other repairs and damages due to his/her intentional, unintentional, or accidental action or inaction and/or that of his/her family, invitees, guests, or parties unknown. Resident shall also be liable to pay for any damage to Premises caused by failure to notify Management of needed repairs and/or maintenance, whether intentional, unintentional, or accidental.

Resident is responsible for unplugging drains, toilets, and sinks and for preventing freeze damage to any pipes. Unless it can be ascertained by Management or service provider that the blockage or damage to the plumbing was not caused by Resident's actions or inactions, Resident will pay to have pipes repaired or unplugged. Resident agrees to not use any in-the-tank toilet bowl cleaners and to pay for any damage to toilet plumbing caused by similar cleaning products. Resident shall also be responsible for any broken windows or damaged screens. All repairs must be approved by Management. Resident shall not paint, install wallpaper, hang shelves, or otherwise redecorate or make alterations to Premises without the prior written consent of Management. Pins, sticky wall hangers, or small finishing nails may be permitted as long as such use is not excessive and does not result in the walls looking unsightly when Resident vacates Premises. Decorating the home is done at the Resident's risk and if larger or excessive amounts of holes are created, it will need to be properly patched, textured, and painted to repair wall back to original condition. Resident agrees not to install any outdoor antenna, dish, wiring, or receiver in or about Premises without receiving written authorization from Management. If Resident installs a window air conditioner, the use of plexiglass is allowed. However, it is not acceptable to use plywood, cardboard, or any other unsightly material. Resident may not cover windows to block out sunlight with tinfoil, cardboard, or other unsightly material; a traditional blackout curtain should be used. Resident agrees to be responsible for basic troubleshooting and agrees this expectation is reasonable. Resident agrees that if an expense is incurred by Management to resolve these basic situations or a vendor was called out because of a non-existent issue, Resident will reimburse Management for the incurred service call charges.

Resident will keep Premises clean and orderly and not engage in any activity, behavior, or living style that might endanger the safety of others or cause a condition that is unhealthy or that might attract insects or rodents to Premises. Resident agrees to do any needed periodic treatments at his/her own expense for spiders, ants, flying insects, mice or rodents and any other nuisance pests of a similar nature. Resident is responsible to irrigate and maintain any surrounding grounds, including lawns, planter areas, and shrubbery, and keep the same clear of rubbish and weeds. HOA is responsible for providing a lawnmower and for mowing and trimming the lawn. Resident must keep Premises looking presentable to the neighborhood and Management. Resident is not permitted to store or keep items on the lawn that may damage the lawn, stunt the growth of the lawn, or may impede the ability for the lawn to be mowed or maintained. This may include, but is not limited to, trampolines and swing sets. It is also understood that all vehicles, trailers, etc. are in operable condition and parked legally and appropriately. Resident shall be responsible for all snow and ice removal. Failure to comply with any of these provisions in this section will be considered a default, and Management will have the right to remedy any damage or perform any necessary maintenance at Resident's expense.

Keys: Resident shall receive 2 key(s) and 1 garage door opener(s) to Premises, and is responsible to return all items prior to the termination date of this lease. Failure to return keys timely may result in additional daily rent charges or a charge to rekey the property. If all original items are not returned to Management at the end of the lease, Resident shall be charged for missing items and/or to change locks. No locks are to be installed nor changed without the prior written consent of Management, and Resident is not authorized to make additional key copies. Management shall retain a key at all times. Should Resident become locked out, Management may charge Resident a \$50.00 service charge to open Premises, or Resident may at his/her own expense call a locksmith.

Entry and Inspection: Management may enter Premises during reasonable hours in order to inspect, make repairs, provide general or preventative maintenance, leave any notices, post signs for rent or sale, show the property, or other reasonable business purposes. If Resident is not present at Premises, then Management will have the same right to make such entries by duplicate or master key. Resident agrees that other individuals including (but not limited to) contractors, insurance agents, appraisers, law enforcement officers, property owners, and real estate agents, may accompany Management into Premises or receive authorization by Management to enter on specific business at Management's discretion. If, in Management's opinion, there exists an emergency or violation of this agreement, Management may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of Premises. It is the intent of the parties hereto that this provision grant to Management immediate access if Resident is in default of any term of this agreement and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible.

Possession: If Management is unable to deliver possession of Premises at the commencement of this agreement, Management shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Resident shall not be liable for any rent until possession is delivered. Resident may terminate this agreement if possession is not delivered within 7 days of the commencement of the term hereof.

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Indemnification: Management and owner shall not be liable for any damage or injury to Resident or any other person, or to any property occurring on Premises or any part thereof, or in common areas thereof, and Resident agrees to hold Management and owner harmless from any claims for damages no matter how caused. Some properties have bedrooms in lower levels that were finished prior to the current local fire code being established and do not meet the minimum specifications for egress as provided in the current local fire code for new construction. Resident agrees that any use of such finished rooms as bedrooms is by their choice and Resident understands and accepts any and all risks associated therewith.

Release of Resident: Resident will be subject to the same release standards as imposed by mortgage companies – Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, loss of job or source of income/assistance, marriage, divorce, loss of co-residents, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this agreement. In the event Resident files a bankruptcy during his/her tenancy, this agreement shall be deemed to be a tenancy at will with rent payable daily and calculated at the monthly rate divided by 30, all other obligations shall remain in effect. Should Resident vacate prior to the expiration of the term, this agreement shall remain enforced in full, with all monies and future rent due and payable. Resident shall be responsible for all rent, utilities, and costs incurred for the balance of the rental term.

Early Termination: If Resident desires to vacate Premises prior to the expiration of the Term, Resident may submit the form “Early Termination Request and Authorization to Re-lease Premises” (to be provided by Management) which will outline the protocol for early termination. Resident shall be obligated to fulfill all terms of this agreement including but not limited to maintaining Premises and paying for rent and utilities until a suitable replacement resident is found by Management or until this agreement expires. Management will attempt to find a qualified replacement resident at the current market rent, but cannot guarantee that an acceptable replacement will be found in any given time frame. Upon notification from Management that replacement resident has been found, Resident agrees to immediately pay an early lease termination fee of \$935.00 as consideration for being relieved of further obligations of this agreement. The early lease termination fee shall also be due in the event that Resident shall abandon Premises prior to the expiration of the Term.

Illegal Activity: Resident may be evicted from Premises without further notice or opportunity to cure for any illegal activity conducted by Resident, any occupant, or guest whether or not such activity is cited by a police authority. Resident agrees to abide by city ordinances for noise and sound and further agrees to observe quiet hours between 10:00 PM and 7:30 AM. If Management shall receive any complaint regarding noise or sound, Resident shall be in default and Management may additionally charge and collect the sum of \$50.00 per complaint. Please be respectful of your neighbors. No dangerous article or substance (including chemicals or drugs) shall be kept on Premises.

Covenants, Codes & Restrictions: Resident shall be responsible to abide by any restrictive covenants, rules, guidelines, or association bylaws for the neighborhood and/or development of Premises. Failure to abide by said regulations will place Resident in default of this agreement. Resident agrees to pay for any fines assessed by local associations for failure to follow rules and/or bylaws. A current copy of these regulations is available at the Bannock County Courthouse or most title companies.

Default: Any failures by Resident to pay rent when due, or perform any term hereof, shall, at the option of Management, place Resident in default of the lease and terminate all rights of Resident. In the event that Resident shall be absent from Premises for a period of five (5) consecutive days, while in default, Resident shall, at the option of Management, be deemed to have abandoned Premises and any property left on Premises shall be considered abandoned and may be disposed of as Management shall see fit. All property on Premises is hereby subject to a lien in favor of Management, for payment of all sums due, to the maximum extent allowed by law. In the event of a default by Resident, Management may elect to (a) continue the lease in effect and enforce all its rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all Resident’s rights hereunder, take possession of Premises without further notice, and recover from Resident all damages incurred by reason of the breach of the lease, including the cost of recovering Premises, including any rental loss.

Notices: Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Resident at Premises or to Management at 158 S Main St, Pocatello, ID 83204, or at such other places as may be designated by the parties from time to time. Resident agrees to pay a \$25.00 service of notice fee for any legal notice that Management should serve upon Resident due to any default of this agreement.

Insurance: Management does not carry insurance to cover Resident’s personal property or injuries of Resident or other liabilities incurred by Resident. Management strongly urges Resident to obtain renters insurance. Management shall not be responsible for any of Resident's property that may be lost, stolen, or damaged from Premises or from any parking, storage, or common area in or about Premises. Resident assumes all responsibility for the security and safekeeping of any such property.

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Lead Paint Disclosure: This rental property is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If this rental property is defined as "Target Housing," Resident hereby acknowledges receiving an EPA approved lead-based paint hazard information pamphlet.

Concessions: If a rent discount, move-in special or concession is provided with this agreement, and if Resident does not fulfill the terms and conditions of this agreement, the discount, move-in special or concession must be repaid in full along with all other provisions of this agreement. Resident acknowledges a concession of \$100.00 off first month's rent.

Security Deposit: A security deposit of \$935.00 is required and shall secure the performance of Resident's obligations. Management may apply all or portions of said deposit toward Resident's obligations. Any balance remaining upon termination shall be returned to Resident, if Resident is not in default. The provisions for accounting, reporting, and application of this security deposit shall be in full accordance with the laws of the state of Idaho. Resident cannot use security deposit funds to pay rent, but Management may apply the security deposit to any outstanding balance due on Resident's account, including rent balances remaining after the Resident has vacated Premises. Resident further agrees to pay for any costs for cleaning, maintenance, utilities, rent, administrative service fees, early termination fees, service of notice fees, repairs or damages in excess of the deposit amount. In the event that Resident does not pay for said costs, Management may initiate legal action to collect the unpaid balance, or refer Resident's account to an outside collection agency. Resident further agrees to pay interest at the rate of 18% per annum on said balance due. In the event that Resident becomes delinquent and payment is not made on amounts owing under the terms of this agreement, and the balance is placed with a licensed collection agency, Resident agrees to pay the fee of the collection agency, which amount is therefore agreed to be fifty percent (50%) of the outstanding balance at the time the account is placed for collections. The fifty percent (50%) collection agency fee will be calculated and added at the time the account is placed into collections.

Deposit Refunds: Any returnable deposits shall be refunded within 30 days from date possession is delivered to Management as evidenced by the return of the keys to Management, or within 30 days from the end of the lease term, whichever is later. In order for the deposit to be returnable, Resident must be in compliance with all provisions contained in this agreement and must provide Management with a proper forwarding address. Resident must leave Premises in an undamaged, clean and re-rentable condition, to be determined by Management. If the appearance of any wall is unsightly because of an excessive amount of holes or poorly patched/painted touch up efforts, Resident will pay for having said wall(s) resurfaced and repainted by a professional.

Required cleaning includes, but may not be limited to the following:

- Clean all appliances inside and out, including: stove, oven, dishwasher, microwave, washer/dryer, and refrigerator. Pull large appliances out to clean underneath and behind. Do not use cleaning products in a self-cleaning oven.
- Clean baseboards, trim, walls and doors, including exterior doors.
- Clean windows, window sills, window coverings, blinds, light fixtures, ventilation fans, switch plates, outlet plates, vents, air return covers, etc.
- Clean toilets, tubs, showers, sinks, faucets, counters, backsplashes, and soap holders – including hard water buildup.
- Wipe out and clean cabinets, drawers, closets and shelves.
- Leave operating light bulbs of appropriate size, number, and wattage in each light fixture and socket. Check and replace as needed furnace filter and smoke detector batteries.
- Dispose of all trash and boxes and sweep back and front entry and garage.
- If landscaping is your responsibility, make sure grass is mowed and yard is free of weeds and trash.

Sweep and mop all hard surface interior floors. Vacuum carpeted areas, with special attention paid to areas near baseboards and edges, and then have carpets professionally cleaned by Rocky Mountain Carpet Cleaning (237-1938). Receipt of service must be provided to Management. Resident agrees to pay a \$100.00 service fee, in addition to the carpet cleaning cost, if carpet cleaning is not scheduled & completed before the end of the lease as required. Cleaning carpets with a rental machine is not allowed.

Upon returning keys to Management, Resident affirms that Premises are thoroughly cleaned and in good repair. If further cleaning and/or repairs are required, Management may, but will not be obligated to notify Resident other than noting charges on Resident's final statement regarding the security deposit. If Resident has questions about the cleanliness of Premises, Resident shall be responsible to schedule a walk-through with Management prior to the end of this Agreement and additional cleaning and repairs must be completed prior to the termination of this agreement or prorated rent will be charged. If Management is required to change locks or do further cleaning and/or repairs after Resident has vacated Premises, Resident agrees to pay for Management's loss of rental income during any period which is reasonably required to perform such lock changes, cleaning, and/or repairs. Resident agrees that Management shall not be liable or responsible for storage or disposition of Resident's personal property after possession of the Premises has been returned to Management, whether this is evidenced by Resident's return of keys or by abandonment of Premises.

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Authorization for Electronic Funds Transfer and Credit Card Payments: Resident hereby authorizes Management to initiate debit/credit entries to his/her bank or credit card account for all payments due, including any late fees, returned unpaid item fees, or service fees due, regarding the subject of this agreement. Resident further authorizes the Financial Institution at which Resident's account is held to debit/credit the same to such account. This authority is to remain in full force and effect until thirty (30) days after the termination of this agreement and all sums due and owing are paid in full, and the subject Financial Institution has received written notification from Resident of its termination in such time and in such manner as to afford Management and the Financial Institution reasonable opportunity to act on it. Resident understands that he/she may cancel this authorization by providing written notice to Management at least three (3) business days prior to the payment due date. Resident further understands that canceling his/her authorization does not relieve him/herself of the responsibility to pay all amounts due in full.

Disability: It is the policy of Management to reasonably accommodate all handicaps and disabilities as defined under federal, state and local laws. It is agreed, when there is a non-obvious disability or an obvious disability with a non-obvious need, that Resident will notify Management of any need and provide proof showing that the reasonable accommodation(s) requested will provide the Resident with an equal opportunity to use and enjoy place of residence. It is expected that notices and proofs of need will be received in writing unless an additional accommodation is requested. In the event Resident fails to notify Management of a need, when there is a non-obvious disability or an obvious disability with a non-obvious need, Management shall not be liable for damages suffered by Resident. In the event that the requested accommodation is for a service or assistance animal, completion and approval of the accommodation request must occur before the animal begins residing with you. Upon approval of an accommodation request for a service or assistance animal, Resident shall be responsible for the conduct of the animal, and agrees to comply with the service or assistance animal rules, including but not limited to maintaining the animal under Resident's control at all times, preventing the animal from causing damage to the Premises, cleaning up all animal waste, and not allowing the animal to disturb neighbors or other residents. Resident is encouraged to contact government agencies specializing in the Federal Fair Housing Act and Americans with Disabilities Act for questions and assistance in engaging and communicating with Management regarding reasonable accommodations.

Legal Fees: In the event that legal services are required by Management to collect rent or enforce any of the provisions herein, Resident shall pay for the legal fees incurred by Management, including court costs and reasonable attorney's fees. In the event an eviction action is instituted by Management, Resident shall suffer all attorneys' fees associated with said eviction.

Waiver and Severability: No failure of Management to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Management's rights to the full amount thereof. Should any individual provisions herein be invalid or unenforceable, it shall not invalidate other provisions of this agreement.

Additional Terms and Conditions: Pet Addendum, Service Animal Agreement, Non-Occupant Addendum.

Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties. **NO oral agreements have been made nor shall any oral agreements be allowed between the parties during the term of Resident's occupancy.**

BY SIGNING THIS RESIDENTIAL RENTAL AGREEMENT, I ACKNOWLEDGE AND STATE THAT:

I have read and understand EVERY TERM of this CONTRACT and agree to be bound by it;

I have been offered the opportunity to seek advice and counsel, legal or otherwise, to better understand this CONTRACT;

I have received a copy of this CONTRACT.

THIS IS A LEGALLY BINDING CONTRACT – READ CAREFULLY BEFORE SIGNING

X _____	X _____
X _____	X _____
X _____	X _____ Landlord