

ANR Properties, LLC Rental Lease Agreement

This agreement is made this _____ day of _____, _____ by and between ANR Properties, LLC, herein called "AGENT" in conjunction with the property owner, herein called "LANDLORD," or "OWNER", and _____ herein called "TENANT". Agent hereby agrees to rent to tenant the real property located in the city of _____, county of _____, state of _____, premises located at _____.

THE OWNER HEREBY:

_____ 1. (initial)

Leases to the tenant for the definite term of _____ months commencing on the _____ day of _____, _____ and ending on the _____ day of _____, _____. Automatically continuing thereafter on a month to month basis until either party gives a 30 day **written** notice to agent as provided by this agreement.

AGENT RENTS THE DESCRIBED PREMISES TO TENANT ON THE FOLLOWING TERMS AND CONDITIONS:

_____ 2. Rent (initial)

Tenant agrees to pay agent as a base rent the sum of \$_____.00 per month due and payable in advance by the **FIFTH** day of each month during the term of this agreement. If the rent has not been received by 9:00 AM on the sixth day, then a three (3) day notice may be posted. (Idaho code section 6-603)

_____ 3. Payment of Rent (initial)

The initial payment of rent and security deposit under the terms of this rental agreement must be made in cash or money order, unless otherwise instructed by the agent. Thereafter monthly payment may be paid by money order or online through www.anrpm.com. Only payments in full will be accepted. No excuses will be accepted. Rent is payable to and may be sent by mail to **ANR Properties, P.O Box 2953, Pocatello, ID 83201**. Payment must be received by the fifth of the month. Any rents lost in the mail will be treated as unpaid until received by agent and all late fees will apply.

_____ 4. Utilities (initial)

The tenant shall be responsible for payment of all utilities and services except _____. Tenant agrees to transfer the above outlined utilities into their name on or before the first day of tenancy.

City of Chubbuck 237-2400
City of Pocatello 234-6241
Idaho Power 1-800-488-6151
Intermountain Gas 1-800-548-3679

____ 5. Rental collection charge (initial)

In the event that rent is not received prior to 5:00 PM on the fifth day of the month and/or postmarked by mail by the fifth day of the month, regardless of cause, tenant further agrees to pay a **late charge of \$10.00 per day** to agent. Late charges will be retroactive to the first day of the month. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment.

____ 6. Personal check payments (initial)

Personal checks are not an accepted form of rent payments.

____ 7. Default (initial)

If tenant shall fail to pay rent when due or perform any term hereof, after no less than three (3) day written notice of such default given in the manner required by law, agent may, at its option, terminate all rights of tenant hereunder, unless tenant within three days shall cure such default.

IN THE EVENT OF DEFAULT BY TENANT, AGENT MAY ELECT TO:

A. Continue the lease in effect and enforce all agents' rights and remedies hereunder, including the right to recover the rent as it becomes due, OR

B. At any time terminate all the tenant's rights to and recover from tenant all damages charged by reason of the breach of the lease/rental agreement.

____ 8. Appliances (initial)

The following appliances are furnished by the owner:

____ 9. Use (initial)

The tenants agree to use the premises only as a residence for themselves and their children named:_____. Occupancy by guests staying over fifteen (15) days will be considered to be in violation of this provision. If tenant fails to inform agent of additional people occupying said property, a **\$50.00 per person per month** fee will be assessed retroactive to the date commencing this rental agreement.

____ 10. Pets (initial)

There shall be no pets allowed on the premises except as may be granted by the agent in writing. Tenant hereby agrees that if found in violation, the rents due hereunder may be raised at the agents' discretion.

Thus consent constitutes a representation by the tenants and of the following described pet: The animal is a _____, the breed is a _____, the color is _____, the name is _____. A non-refundable pet deposit of \$____.00 will be collected for any pets accepted in the above stated property.

The tenant is to be fully responsible for any damage to the property of owner or of others which may result from this consent. A three day notice will be given to tenant to get rid of the pet if, in the opinion of the agent, the pet has been a nuisance to other residents, neighbors, or had not been maintained according to these rules. In the event consent is revoked, tenant agrees to forthwith discontinue maintenance of this portion of the rental agreement and pets will be presumed as strays and will be disposed of according to the law at the option of the agent.

____ 11. Non-assignment of rental agreement (initial)

Tenant agrees not to assign this agreement, not to sub-let any part of the property, nor allow any other person to live therein other than names in paragraph 9 above without first requesting permission from the agent.

____ 12. Legal obligations (initial)

Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They also agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this rental agreement could result in a judgment being filed against their current and future assets and or earnings.

____ 13. Attorney's costs (initial)

If court action is sought by either party to enforce the provisions of the rental agreement, attorney's fees and costs may be awarded to the prevailing party in the court action.

____ 14. Idaho statutes (initial)

Tenant agrees to meet all resident's obligations as spelled out in Idaho's landlord tenant laws. Resident warrants that he/she will meet above conditions in every aspect, and acknowledge that failure to perform the obligations herein stipulated will be considered grounds for termination of this agreement in accordance with Idaho's law, and loss of all deposits.

____ 15. Security deposit (initial)

Tenants hereby agree to pay a security deposit of \$____.00, to be refunded upon vacation, return of keys to the agent, and termination of this contract according to the terms herein agreed upon. No interest will be paid on this money and in no case will be refunded until tenants have vacated the property. At that time agent will inspect the premises thoroughly and assess any damages and/or needed repairs, cleaning, etc. Any additional cleaning or repairs done by agent will be charged to tenant and taken out of any refund the tenant may receive. Deposit will then be returned to tenant with a written explanation of deductions, within thirty (30) working days after the tenant has vacated the property, provided that tenant complies with all of the following conditions:

- A. Tenant stays the full term of the contract,
- B. Written notice of intent to move is given to agent at least thirty (30) days prior to tenant vacating the premises, AND
- C. the premises are clean, and are in as good condition as when this agreement was entered into, normal wear and tear excepted. (PLEASE NOTE CLEANING REQUIREMENTS ON FOLLOWING PAGE.)

____ 16. Cleaning (initial)

Pursuant to paragraph 15 C above, the following is a list of cleaning that is required in order for the security deposit to be refunded :

- A. Clean stove, oven, and refrigerator
- B. Clean baseboards and above doors and windows
- C. Clean hard water off faucets, sinks, tubs, showers, fixtures, lights, and windows
- D. Dispose of trash and boxes
- E. Wash walls
- F. Clean toilets, tubs, and sinks
- G. Clean window sills and any blinds
- H. Clean linoleum or hard surface floors
- I. Clean cabinets, drawers, closets, and shelves
- J. Carpets will be cleaned by agent and the cost will be held from the security deposit

____ 17. Tenant cooperation (initial)

Tenant agrees to cooperate with owner/agent in showing property to prospective tenants, prior to termination of occupancy.

____ 18. Removal of landlord's property (initial)

If anyone removes any property belonging to landlord/agent without the express written consent of agent, this will constitute surrender of the premises by tenant and termination by them of this rental agreement. Agent may also take further legal action. Tenant may be required to pay legal fees.

____ 19. Tenant insurance (initial)

No rights of storage are given by this agreement. Agent will not be liable for any losses of tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses. Agent suggests that tenants purchase insurance – AT THEIR OWN EXPENSE- sufficient to protect themselves and their property from fire, theft, burglary, breakage and electrical connections. Tenants acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the loss.

____ 20. Abandonment (initial)

If tenant abandons or vacates the premises while in default of the payment of rent, agent may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. All property on the premises is hereby subject to a lien in favor of agent for the payment of all sums due and payable at the time the premises are vacated.

____ 21. Lock policy (initial)

No locks will be installed or changed on any door without the written permission of agent. Agent will be given duplicated keys for all locks to the premises, including on-site storage if applicable, and may use them to inspect, repair, show the premises, or post 'for rent' signs.

____ 22. Conditions of premises (initial)

The tenants hereby acknowledge that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to agent within five (5) days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

____ 23. Inventory and inspection record (initial)

An inventory and inspection record may be provided for the tenant's use. Only after this has been filled out within the five (5) day time limit will the agent take action to complete necessary repairs. Agent warrants that all major appliances will be functional and in good repair at time of possession. Tenants are encouraged to report any needed repairs in writing, but they are hereby advised that agent does not normally repair or replace nonfunctional items such as paint, carpets, blinds, etc. every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

____ 24. Repair policy (initial)

The tenants hereby acknowledge that they have been informed that the agent, and/or his agents are not always available to provide immediate support services to tenants. The renters are encouraged to take care of themselves and the property. If a problem comes up that needs the agent's attention, tenant may leave a message at 637-0685 and someone will get back to them as soon as possible. Under no circumstances will the landlord be financially responsible for any repairs costing more than \$10.00 unless the tenants were given written or verbal pre-authorization to make repairs or improvements.

____ 25. Tenant responsibility (initial)

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The tenant agrees not to permit deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, wood work, floors, furnishings, fixtures, appliances, and heating, electrical, and mechanical systems, as well as the general structure and appearance of the property including, but not limited to yard work.

The tenant agrees to snow removal and lawn care. Owner/Agents are not responsible for injuries that occur in such events as slipping on snow, or ice that has not been properly removed by tenants.

The tenant agrees not to play any musical instrument, radio, or television loud enough to be heard by other tenants/neighbors before 8:00 AM and/or after 10:00 PM.

Tenant agrees to abide by such reasonable rules and regulations as agent may from time to time establish for all tenants of the building.

No article or substance shall be kept on the premises nor any occupation conducted which is illegal, noisy, or dangerous or which might increase the insurance on the building or property. The property or building will not be used for business purposes.

____ 26. Alterations (initial)

The tenant shall make no alteration, decoration, additions or improvement in or to the premises without the agent's prior written consent, and then said work may be done only by contractors or individuals approved by the agent. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the landlord and shall remain upon, and be surrendered with said premises, as part thereof, at the end of the term hereof.

The tenants specifically agree to drive no tacks, nails, or screws into the walls or woodwork of the premises without the agent's consent, and will pay for any damage caused to the premises. They also acknowledge that they will be responsible for and pay for any damage done by water, rain, wind, hail, etc, if this damage is caused by leaving windows or doors open, allowing stoppage, and/or overflow of water and /or sewage pipes, broken windows or doors, torn screens, broken door or window locks, etc., or any damage caused while the tenant has occupancy.

____ 27. Smoking/parties (initial)

There shall be no smoking inside nor loud parties allowed on the premises. Tenant hereby acknowledges that if found in violation, the rents due hereunder may be raised at the agent's discretion and tenants will be responsible for any damages and costs incurred.

____ 28. Vehicle policy (initial)

The tenants agree never to park or store a motor home, camper, or any sort of recreational vehicle on the premises. The tenant further agrees to park only ____ automobiles, license number(s) _____ on the paved areas provided. Junk cars, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on the property. Removal will be at the expense of the tenant. The tenant agrees that any vehicle parked in unpaved areas may be towed at the tenant's expense.

____ 29. Non-liability (initial)

The tenants hereby state that any work or repairs that need to be done will be handled by competent professionals, unless tenants are qualified and able of doing the work themselves and doing it properly, in a safe manner that meets all federal, state, and local regulations. Any repairs needed require agent permission **prior** to any repair work done. Tenants further state that they will be legally responsible for any mishap they either do themselves or hire others to do. The landlord will be held free from harm and liability along with his agents and representatives. In the event that needed repairs are beyond the tenant's capacity, they are urged to arrange for professional help.

____ 30. Access to premises (initial)

The owner or his agent reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, or show it to residents, purchasers, mortgagers, appraisers, workmen, or contractors. Whenever practical, a two day notice of the landlord's intent to enter shall be given to the tenant. The owner may also display 'for rent' and 'for sale' signs on the building or the premises of which the rented residence is a part.

____ 31. Validity of lease provisions (initial)

Any provision set forth in this rental agreement which is contrary to the Idaho Landlord and Tenant Act shall be treated by the landlord and tenant as void and as if it were not set forth herein, but all other provisions of this rental agreement shall remain in full force and effect.

____ 32. Waiver (initial)

All rights given to landlord/agent by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by landlord/agent or failure to exercise any rights shall not act as waiver of those or any other rights. No statements of promise by landlord, it's agents or employees, as to tenancy, repairs, amount of rent to be paid or other terms and conditions shall be binding unless it is put into writing and made a specific part of this agreement.

____ 33. Terms (initial)

In this agreement, the singular number where used, will include the plural; the masculine gender will include the feminine. The term owner will include landlord, lessor, agent; and tenant will include tenant and lessee.

____ 34. Full disclosure (initial)

The tenants signing this rental contract hereby state that all questions about this rental agreement have been answered, that they fully understood all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement.

SIGNATURE OF THE TENANT ON THIS AGREEMENT IS ACKNOWLEDGEMENT THAT HE/SHE AGREES TO COMPLY WITH ALL PROVISIONS OF THIS CONTRACT AND IS AWARE THAT THE INFORMATION CONTAINED HEREIN IS AVAILABLE TO THEM AT WWW.ANRPM.COM.

Accepted this ____ day of _____, _____.

(Owner/Agent)

(Tenant(s))

Disclosure of information on Lead-Based Paint Hazards

Lead Warning Statement

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

Landlord's disclosure (initial)

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

- Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

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

____(b) Records and reports available to the tenant (check one below):

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

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

Tenant's acknowledgement (initial)

____(c) Tenant has received copies of all information listed above.

____(b) Tenant has reviewed the pamphlet *Protect Your Family from Lead in Your Home* located online under the tenant link at www.anrpm.com.

Certification of Accuracy

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

Landlord (print)

Landlord (signature) Date

Tenant (print)

Tenant (signature) Date

Tenant (print)

Tenant (signature) Date