

Property_____	Phone_____
Apartment_____	Cell_____
Resident_____	Email_____

**CS Property Management, LLC  
Rental Agreement**

This agreement is made and entered into on \_\_\_\_\_ between \_\_\_\_\_, CS Property Management, LLC, Agent, hereinafter "Landlord" and \_\_\_\_\_, hereinafter "Resident."

The permitted occupants are as follows: \_\_\_\_\_

Subject to the terms and conditions below, Landlord rents to Resident and Resident rents from Landlord, for residential purposes only, the Premises located at

1. **TERM.** The minimum lease term shall be for a fixed term of \_\_\_\_\_ months, commencing on \_\_\_\_\_ with a completion date of \_\_\_\_\_. After the expiration of the minimum lease term, this will be a month to month tenancy. A "month" for purposes of this Agreement means a calendar month. The Resident's obligation to pay rent will continue until terminated in the manner set forth in this Agreement. If Resident intends to vacate at the end of the fixed term, Resident must provide a written notice of the non-renewal of this lease at least thirty (30) days prior to the end of the term. Thereafter, unless a renewal lease has been signed, either party may terminate this lease upon thirty (30) day's written notice to the other.
2. **RENTAL PAYMENT.** The agreed rent for the above Premises shall be \$\_\_\_\_\_ per month, due and payable without demand at P. O. Box 9573, Boise, Idaho 83707. Landlord may designate in writing an alternative place for payment of rent. Mailed envelopes containing rent must be postmarked on or before the due date. Landlord will not be responsible for cash delivered through the mail.

Rent is due on the **FIRST (1<sup>st</sup>)** day of each month. If the rent has not been received **by the end of the FIFTH (5<sup>th</sup>)** day of each month, the Resident agrees to pay a Late Payment Fee in the **amount of \$25.00 and \$5.00 a day thereafter** for each day any amount of rent, or accruing late fees, remains unpaid. **Returned check fees (NSF)** will be charged **\$25.00** plus applicable late fees. Rent for the partial month of \_\_\_\_\_, 20\_\_\_\_ will be \_\_\_\_\_.

Resident will be responsible for rent for thirty (30) days from the date that the Landlord receives a written 30-day notice to vacate or until Resident returns the keys to the Premises or surrenders possession, whichever is longer. Resident shall be responsible for rent for the

entire term of this Agreement even if the Resident vacates the Premises prior to the termination of this Agreement. If a rent discount, move-in special or concession is provided with this Agreement, and if the 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 the Agreement. All payments tendered will first be applied to any outstanding debts in the order they were incurred, if any, then to the current month's late charges, if any, and only then to the current rent owed. Any additional charges for the rental unit which are resident's responsibility are payable upon demand and shall be considered delinquent unpaid rent if not paid by the first (1<sup>st</sup>) of the month following demand.

3. **DEPOSITS.** The security deposit shall be\_\_\_\_\_. The security deposit shall secure the performance of Resident's obligations hereunder. Manager may, but shall not be obligated to, apply all or portions of said deposit towards the satisfaction of Resident's obligations hereunder. Resident shall not have the right to apply the security deposit in payment of the last month's rent. Deductions from the security deposit may be made for, but not limited to, the following items: unpaid rent, including that to fulfill a thirty (30)-day notice of intent to vacate; late or NSF fees; utility charges or fees; cleaning of the rental unit; repair to the rental unit or other property, facilities and equipment; and any other amounts due Landlord hereunder. The unused balance of the security deposit shall be refunded to Resident within thirty (30) days from the date possession of the rental unit is delivered to Landlord or Landlord's representative, together with a written statement setting forth any charges made against said deposit.

Resident will leave Premises in the same or better condition (normal wear and tear excepted) than when first occupied. Upon returning keys to Landlord, Resident represents and affirms to Landlord that the Premises are thoroughly cleaned and in good repair. If further cleaning and/or repairs are required, Landlord will not be obligated to notify Resident other than noting deficiencies along with other charges, if any, on the security deposit/rent refund request form, which will be mailed to Resident's forwarding address, provided one is given by Resident, within thirty (30) days of receiving keys. If Landlord is required to change locks or do further cleaning and/or repairs after Resident has vacated the Premises, Resident is responsible for the cost of such cleaning and/or repairs. Carpet cleaning will be done by a professional truck-mounted steam-cleaning company, and a receipt will be provided to the Landlord.

4. **UTILITIES PROVIDED BY LANDLORD**

Utility services provided by Landlord are:

Electric       Gas       Water       Sewer       Trash

**UTILITIES PAID FOR BY TENANT**

Electric       Gas       Water       Sewer       Trash

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Utilities for the rental unit which are the Resident's responsibility will be transferred to the resident's name within 24 hours of lease signing. If the Resident fails to do so, utility charges for the rental unit which are resident's responsibility are payable upon demand and shall be considered delinquent, unpaid rent if not paid by the first of the month following demand. Any damages or loss incurred by the Resident's failure to pay utilities, or to inform the Landlord of any utility shut off, will be the responsibility of the Resident. The Resident will hold the Landlord harmless for utility charges incurred by the Resident.

5. **TERMINATION UPON THREE (3)-DAY NOTICE.** If the Resident fails to pay the rent when due or any of the other terms and conditions of these Rules or the Rental Agreement are breached, the Landlord may terminate this tenancy and Agreement upon three (3) day's written notice subject to the laws of the State of Idaho. The Resident will have until the end of the third (3<sup>rd</sup>) day following delivery of the notice to pay the rent due or to correct the matter in default or deliver possession to the Landlord. During the Minimum Lease term. Resident's rights are only forfeited, not terminated and Resident remains liable for rent for the balance of the lease.
6. **LEGAL ACTION BY LANDLORD.** Should the Landlord institute an unlawful detainer or any other legal action to recover possession because of non-payment of rent or breach of lease, and should Resident tender payment after commencement of such action, the Landlord will not be required to accept such payment unless the Resident pays all actual administrative, attorney's and service fees, court costs and moving and storage costs incurred by Landlord and also the entire rent and all unpaid charges in default. Acceptance by the Landlord of any or all amounts will be at Landlord's option and will not stay said legal proceedings or act as a waiver of Landlord's right to possession of the Premises, unless specifically waived in writing by the Landlord. The Landlord is not required to dismiss an unlawful detainer action, even if the full sum is paid.
7. **PEACE AND QUIET.** For as long as Resident is not in breach or default of the Rental Agreement, Landlord will not interfere with Resident's peaceful and quiet enjoyment of the Premises. Resident agrees not to interfere with the right of other Residents to peace and quiet, not to allow offensive odors to affect the Premises of other Residents, to not use abusive language, threaten, or physically assault other Residents, or the Landlord, Landlord's employees or representatives, or allow any such behavior from Resident's family or guests. Resident agrees to park properly and to use common areas appropriately. (Violation of this clause will constitute grounds to terminate occupancy and a notice may be issued to vacate the Premises.)
8. **RISK OF LOSS / INDEMNIFICATION.** Landlord will hold the risk of loss to the Premises, except for the Resident's property therein, resulting from fire, windstorm, hail, lightning, or like casualty. In the event of damage or destruction from such cause, Landlord will, at Landlord's option, repair or replace the same, or declare the Rental Agreement terminated as of the date of such loss or destruction.

Resident agrees to obtain renter's insurance in the amount of not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars at Resident's expense.

Resident shall indemnify and hold Landlord and Landlord's Agents harmless from any and all claims arising from Resident's use and occupancy of the Premises. Resident or any of Resident's family, guests, agents or invitees on or about the subject lot, and/or the conduct by any other tenant, tenant family, guests, agents, or invitees, shall not be a cause for action against Landlord or Landlord's agents. Landlord and Landlord's agents are indemnified and held harmless against all costs, attorneys fees, expenses and liabilities arising out of or related to any activity on the Premises and any person who comes on the Premises or Grounds.

9. **INSPECTION** Landlord or Landlord's agent may enter the Premises at any time to make repairs. Landlord must give reasonable notice of intent to inspect or to show the Premises to prospective buyers. Landlord may show the Premises to prospective Residents without notice, if the current Resident has submitted a written thirty (30)-day notice to vacate the Premises.
10. **GUESTS**. Guests may reside at the Premises for a maximum of ten (10) days, unless there is prior written approval by the Landlord. Unapproved guests, may at the option of the Landlord be grounds for terminating this agreement upon a written thirty (30)-day notice.
11. **PETS**. No pets or animals are permitted unless there is prior written approval by Landlord and a pet addendum is signed by Landlord and Resident.
12. **NO EXCESSIVE NOISE**. Resident agrees not to play or operate any musical instrument, radio, television, stereo or other machine loud enough to unreasonably disturb other Residents or neighbors; not to have gatherings, parties or to make noise of any kind loud enough to be heard by other Residents or neighbors during the hours before 8:00 a.m. or after 10:30 p.m.; not to install outdoor radio, CB or television antenna in or about the Premises.
13. **NO SUBLETTING**. Resident shall not assign any right or duty under this Rental Agreement nor sublet the Premises or any part thereof, nor allow any person to occupy or use the Premises without the prior written consent of Landlord. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void. Landlord shall not unreasonably withhold consent to assignment or sublease of the Premises by Resident if such sublessor applies and passes current rental screening criteria of Landlord.
14. **NO ILLEGAL ACTIVITIES**. Resident, any member of the resident's household, or a guest, or other person under the Resident's control shall not engage in criminal activity, shall not engage in any act intended to facilitate criminal activity, or permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, on or near the said Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C.802}).

Resident, any member of the Resident's household, or a guest, or another person under the Resident's control shall not engage in the unlawful manufacturing, selling, using, storing,

keeping, or giving of a controlled substance as defined in I.C. Title 37, at any locations, whether on or near the dwelling unit Premises.

Resident, any member of the Resident's household, or a guest, or another person under the Resident's control shall not engage in any illegal activity, including prostitution as defined in I.C. 18-5613, criminal street gang activity, threatening or intimidating other residents, assault as prohibited in I.C. 18-901 including but not limited to the unlawful discharge of firearms on or near the Premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his Agents, or other tenant or involving imminent or actual serious property damage, as defined in I.C. 18-7001.

**VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any provisions of this provision of the lease shall be deemed a serious violation and a material and irreparable non-compliance of the lease. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

15. **NO SIGNS.** Resident agrees not to post any signs or advertising material at any location in or upon the Premises, and not to cover windows with any covering that is not approved by Landlord in writing.
16. **MOTOR VEHICLES.** Resident agrees not to repair vehicles, nor to keep any non-operative or abandoned vehicles on the property; not to park or allow anyone else to park any motor vehicle on any lawn areas or in any space not assigned to Resident or any space not designated as "open parking." Landlord will serve a warning notice for any violation. If no response or correction is taken by Resident within 24 hours, Landlord will have said automobile towed away at Resident's expense.
17. **NO DAMAGE.** Resident agrees not to damage or permit damage to the Premises, including floors, walls, fixtures and furnishings contained therein and to pay for any loss, damage or breakage thereto, including but not limited to all broken, cracked or splintered glass, torn screens, and damaged doors.
18. **OBEY RULES.** Resident agrees to abide by such reasonable rules and regulations as Landlord may from time to time establish in writing for all Residents of the same multiple dwelling unit.
19. **PAINT, WALLS, WOODWORK.** No paints or stains are to be applied to woodwork, walls, floors or ceilings without prior written approval. No tacks, nails or screws will be driven into walls or woodwork, except small picture hangers. Upon vacating the Premises, Resident will remove all nails, screws, tacks and the like. If the appearance of any wall is unsightly because of an excessive amount of holes and/or unfilled holes, Resident will pay for having said wall(s) resurfaced and repainted by a professional workman.

**CARE AND MAINTENANCE/ GARBAGE REMOVAL.** Resident agrees to maintain the Premises in a clean and sanitary condition, not to store unsightly items around the exterior of Premises and to have all trash and garbage removed from the Premises. All garbage should be placed for pick-up by the trash removal company. After giving a three (3)-day notice to Resident, should Landlord then be required to have trash and/or garbage removed from the Premises, it will be at Resident's expense.

Resident is responsible for watering the lawn during the appropriate months if so designated in this Rental Agreement. If Resident does not water the lawn adequately, the costs for watering may, at Landlord's discretion, be back billed to the tenant.

20. **REPAIRS.** Upon initial occupancy, Resident will inspect the Premises, and certify that the Premises are in a tenantable and good condition. Resident shall take care of the Premises and shall not alter, repair or change the Premises without the written consent of Landlord. Any alteration, improvements, or changes that Resident requests and Landlord approves shall be done under the directions of Landlord, but at the expense of Resident and shall become the property of Landlord and remain on the Premises. All damage or injury done to the Premises by Resident or any person who may be in or on the Premises with the consent of Resident shall be paid for by Resident. Failure to maintain the Premises in satisfactory and habitable condition shall be ground for termination of tenancy, as well as void any and all of Landlord's obligations herein.
21. **KEYS, LOCKS.** Any changes, alterations or additions to existing locks require prior written approval by Landlord. Should Resident misplace or lose the key to the Premises and become locked out, Landlord may charge Resident to open Premises, and/or to provide a key to Resident. The Resident may, at his own expense, call a locksmith. Any damages caused by break-in will be attributed to Resident. Upon vacating the Premises, ALL keys will be returned to the Landlord. In the event that all the keys are not returned, the locks will be changed at Resident's expense. **Rent will be charged until all keys are received by Landlord.**
22. **PLUMBING.** Resident is responsible for unplugging drains, toilets and sinks and preventing freeze damage to any pipes.
23. **ABANDONMENT.** Abandonment will occur if either (1) without notifying Landlord, Resident is absent from the unit for seven (7) days while rent is due and owing, even though Resident's possessions (all or part) remain on the Premises; or (2) without notifying Landlord, Resident is absent one day while rent is due and owing and the Resident's possessions have been removed from the Premises. If Resident does vacate or abandon the Premises or is dispossessed or evicted by process of law, any personal property left on the Premises shall be deemed abandoned and shall become the property of the Landlord.
24. **RESIDENT LIABLE FOR LOSS.** Landlord assumes no responsible for loss or damage to the personal property of the Resident. Resident is liable for any damage caused by others (i.e. vandalism, burglary.) 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, clogged garbage disposal or stoppage in waste pipes or damage to appliances caused by the Resident.

Resident is responsible for any damage to the Premises, whether caused by Resident or parties unknown. In the event Resident is displaced due to fire, flood, freezing or other natural disaster, Landlord will be liable only to suspend prorated daily rent, normally paid by Resident for the period Resident is displaced from the Premises.

25. **NOTICE.** All notices will be in writing. Notices to Landlord will be deemed given when delivered personally or by mail to Landlord at the Landlord's office, or at a place herein designated. All notices to Resident may be served by posting in a conspicuous place upon the Premises or by mail, by depositing the same in the United States Mail, postage paid, addressed to Resident at the address of the Premises, unless otherwise provided by law. Mailed notices will be deemed delivered on the date following the postmarked date on the envelope. Landlord will not be required to prove delivery to Resident. If the Premises are occupied by more than one person, such Resident(s) will appoint the other(s) as his/her Representative for the purpose of receiving notices hereunder.
26. **ATTORNEY FEES.** The prevailing party to a suit or other proceeding to enforce the terms of this Rental Agreement will be entitled to all court costs and attorney's fees from the non-prevailing party. It is further understood that in the event Resident fails to pay rent, issues checks of insufficient funds, or causes damage to be committed, Resident can be liable for Treble Damages as provided by Idaho Code, section 1-2301.A and 6-317. Even if no suit or action is filed, the parties agree, that if due to a default in the payment or performance of any terms of the Rental Agreement the non-defaulting party occurs costs or fees in enforcing the Rental Agreement, the defaulting party will pay, upon demand, the other party's costs and fees, including, but not limited to, attorney fees and costs.
27. **SEVERABILITY.** If any part of these Rules or the Rental Agreement is invalid or unenforceable by law or government regulation, or if any provision herein is deemed waived, the remaining portions of these Rules or the Rental Agreement will remain in force and in affect.
28. **SMOKING.** Smoking is **NOT** allowed inside of the Premises. All smoking materials will be disposed of in an appropriate trash receptacle.

This instrument, any attachments and/or addendums constitute the entire agreement between Landlord and Resident. There are no other promises or agreements whatsoever. It supersedes all prior or existing written or oral agreements and may be modified only by a written instrument, signed by all parties, expressly modifying the terms of this Agreement. **NOTICE: BY EXECUTING THIS AGREEMENT, RESIDENT ACKNOWLEDGES THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT, ANY ADDENDUMS OR ATTACHMENTS, THAT THEY HAVE READ THEM AND UNDERSTOOD THEM AND ARE WILLING TO ABIDE BY THE AGREEMENT. THIS IS A BINDING LEGAL CONTRACT DESCRIBING RESIDENT'S AND LANDLORD'S RIGHTS AND OBLIGATIONS.**

29. \_\_\_\_\_  
\_\_\_\_\_

Landlord and Resident have executed this Agreement as of the day and year this Rental Agreement is written.

BY \_\_\_\_\_

Landlord or Agent \_\_\_\_\_

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Resident \_\_\_\_\_

Date \_\_\_\_\_

Contact Information for Resident:

Work \_\_\_\_\_ Email \_\_\_\_\_

Home \_\_\_\_\_

Cell \_\_\_\_\_

Landlord is authorized to contact the following:

Emergency Contact: Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_