

#### Lease Orientation Slideshow

# Our Goals For Sustainable Community

#### • Reduce local air and water pollution

- Online services and video tours to reduce postage costs and driving time.
- Promote lawn mulching, non-toxic fertilizers and weed control measures whenever able.
- Employ eco-friendly house and carpet cleaning.
- · Periodically meet with vendors to discuss new low-toxicity alternatives.
- Promote economical energy efficiencies
  - Offer discounted LED lighting and begin converting rental properties over time.
  - Encourage high-efficiency appliances as replacements become needed.
  - Identify cost-effective opportunities for energy improvements and encourage clients to invest in these opportunities.
- Sensible Sleeves Program
  - Maintenance knowledge aimed at reducing long-term costs with lasting solutions. Work
    with local builders to construct more sustainable housing.

#### Home Ownership Program

- Considering purchasing a home one day?
- You could be earning a portion of your monthly rent to go toward the purchase price or closing costs of your future home.
- For full details, please let your leasing agent know you would like more information.

# 1. Agent

 Morgan Property Management is the acting agent for the homeowner.

 Should the property be sold or management change, the rental agreement is still legally binding and will be assigned to new owner or management.

# 2. In Consideration

 This paragraph describes the rental address, mailbox number, and parking spot when applicable.

# 3. Minimum Term

- This outlines the minimum lease term for which you are responsible.
- Rent is expected for the full duration of the minimum term. If you break your lease, additional fees will be charged and you will still be responsible for the rent and care of the property.

### 4. Automatic Renewal

- This lease automatically renews for another full term unless you give a notice to vacate at least 30 days before the renewal date.
- Typically, we send out lease renewal notices with what actual change in rental rate there is.
- In the absence of notice/other agreement, this lease renews with a 7% increase in rent for the new term.

# 5. Rent

- Mortgages are due on the first and your rent payment is needed. Therefore rent is due by the first of each month.
- Rent is considered received when funds are available for use. Checks and online payments typically take two business days to transfer funds.
- Post dated checks, CASH, and second/third party checks will not be accepted.

#### 6. Paperless Payments Discount

- We want to be sustainable and efficient. Paperless payments save you postage, paper, money order fees, time & mileage dropping off payments.
- As long as you have sufficient funds in your account, this guarantees you never have late fees due to postage delays/loss.
- A \$5 discount is included in the listed rental rate for using paperless payments. Should paperless not be used or your payment be returned for non-sufficient funds, this discount will be forfeit for that month. Please remember to add \$5.
- Paperless payments must be initiated by the 1st of the month to ensure on-time processing and avoid late fees.

### 7. Utility & Pest Reduction Program

- Regularly replacing central air filters reduces utility bills and helps provide for a healthier living environment.
- Filters will be delivered in months 3,6,9,12 March, June, September, December.
- Also included is as needed pest control service for the following interior pests: BED BUGS, cockroaches, fleas, wasps, ants, spiders, earwigs, crickets, elm seed bugs, box elders, bees, yellow jackets, hornets, ticks, carpenter ants, clover mites, rats, mice, and wildlife removal (raccoons, rock chucks, squirrels) and the following exterior pests: elm seed bugs, box elders, bees, wasps, yellow jackets, hornets, ticks, carpenter ants, clover mites, rats, mice, and wildlife removal (raccoons, rock chucks, squirrels) and the following exterior pests: elm seed bugs, box elders, bees, wasps, yellow jackets, hornets, ticks, carpenter ants, and gophers(property under ½ acre).
- Tenant should contact Pestcom Pest Management directly for service. (208)918-4663 service@pestcom.com.
- A \$20 portion of your total monthly payment is designated for these services.

# 8. Prorated Move-In/Out Rent

 For leases that don't start on the 1<sup>st</sup>, your first month will be prorated.

#### **Prorated Move-Out Rent**

- Tenant is responsible for rent up to the 30<sup>th</sup> day of their 30-day notice.
- If tenant were to give notice on November 10<sup>th</sup>, they would be responsible for rent until December 10<sup>th</sup>. If the prorated rent were not paid on time by December 1<sup>st</sup>, standard late fees would apply.

#### 9. Late Rents and Fees

- Mortgages are due on the 1<sup>st</sup> and owners must pay a late fee if late. Therefore, MPM is required to charge late fees if your rent is late.
- If rent has not been received by 5:00PM on the 5<sup>th</sup> day of the month regardless of weekends, holidays, and postage delays, it is considered late.
- Tenant will be charged an initial late fee of \$50.00 plus \$5.00 per day thereafter until paid in full.

# **10. Returned Checks**

- Our bank charges us for NSF checks. If those funds were used to pay the mortgage/homeowner, we may face an additional NSF fee as well.
- Returned checks will be charged a \$35 NSF fee
- If rent is late due to a returned check or stop payment, late fees will apply as well.

# 11. Site Unseen

- We always encourage applicants to view the property before signing a lease agreement.
- If you choose to rent the property site unseen and are dissatisfied with the property, you are still obligated to the lease agreement.
- MPM can assist you in finding a replacement tenant and property, but no damage to the owner can be caused by this change.

# **12. Move-in Credits**

 If you were given a move-in credit and you do not fulfill the full term of your lease, we will be required to collect the move-in credit back from you.

# -13. Occupancy

- Occupancy is only allowed by those on the agreement.
- Unauthorized tenants are a breach of contract.
- Additional occupants may be added with written approval and approved applications before they move in.

#### 14./15. Deposits and Fees

- MPM conducts inspections and provides documentation to help ensure accurate deposit accounting and protect you. A non-security portion is non-refundable fee and is specifically for the professional services provided by MPM.
- Move/Carpet fee amount is outlined here.
- Deposit funds may not be used for last month's rent or any other fees prior to moving out.

# 15. Deposits(continued)

- Any refund from the security deposit may be made payable to one or all tenants and mailed to one address. If Tenant fails to cash/claim their deposit for 12 months after the end of the lease, the security deposit proceeds shall be forfeited.
- Tenant understands the deposit can only be refunded after the property is completely vacated and all possessions are removed.
- Should Owner sell the property or change management companies, Tenant authorizes Landlord to assign this Agreement to the new owner or company and release any deposits or other Tenant-related funds, less any fees owed to the Landlord as described within this Agreement and hold Landlord harmless from that assignment date forward.

#### **16. Disclosure of Information**

- Should you choose to buy a home, the lender will contact us for condition reports and payment history.
- We require authorization to release this information and reserve the right to charge the lender a fee for this professional service.

#### 17. Re-rent Fee

- A re-rent fee is charged to all tenants who do not complete their full lease term or who do not give property 30-day notice.
- If Tenant supplies Landlord with a qualified tenant to take over the Agreement, there will be a Lease Take Over Fee.
- If there is a change of roommates there will be a Roommate Adjustment Fee per change. All fees must be paid in full upon notice being given.

# 18. Use of Premises

- Operating a business from this property is prohibited.
- Tenant shall not violate any governmental law.
- 19. Multiple Residents of Occupants
- Each Tenant is jointly liable for the all lease obligations.
- Requests or notices from one Tenant shall be deemed from all.
- A violation by one Tenant shall be deemed a violation by all.
- If MPM posts notice to one Tenant, it will be considered posted to all.

# **20. Joint and Several Obligations**

- Each Tenant is jointly and severally liable for total rents due and damages inflicted upon premises whether or not the Tenant continues to physically occupy the premises.
- Tenants with roommates agree to pay rent with ONE check for the total amount. Multiple Paylease payments are acceptable.

# 21. Personal Property

- All personal property such as appliances, shall remain at the premises.
- For safety, Tenants agree to turn off and not operate ovens, stoves, washers, and dryers while Tenants are absent.

# 22. Assignment, Subletting, Replacements

- No subletting is allowed.
- If Tenant wishes to have another person replace them:
  - Tenants must submit request and application
  - If application denied, the person cannot live at the property
  - If approved, the replacement fee must be paid.
  - Departing Tenant's interest in the security deposit will be transferred to the new Tenant.
  - The original move-in inspection form will prevail.

# 23. Utilities

- You are expected to pay all utilities other than those listed here on the lease.
- Utilities must be in your name within 48 hours of move-in or a fee will be assessed for processing the utility billings.
- If pipes freeze because you turned the heat off or failed to pay the heating bill, you will be responsible.
- Tenant will conserve utilities paid by the Owner.

# 24. Keys and Controls

- This section outlines keys & controls provided.
- When your lease is up and you decide to move out, you are considered to be occupying the property until you provide us the keys, so you will be charged rent until the keys are turned in.
- Do schedule a move-out inspection with a MPM agent and/or personally surrender keys.
- When you move out, be sure to lock all doors and never remove any fuses or turn breakers OFF unless directed to do so by the power company.

# 25. Parking

- All parking is reserved for Tenant use only.
- If parking is assigned, you must park in your assigned spot or the HOA will tow you away.
- No engine maintenance/repairs are allowed on the premises.
- If in a complex, guests must park in assigned guest parking.

#### 26. Boats/Trailers

 Storage of boats, trailers/RVs, vehicles exceeding one ton, or any vehicle other than those listed is prohibited.

# **27. Parking Lot Speeds**

 If property has a parking lot, the maximum speed limit is ten(10) miles per hour.

### - 28. Vehicle

- Tenant shall not engage in any business connected with vehicles on the property.
- If your vehicles leak oil, they must be parked off of the property until repaired.
- Vehicles in obvious disrepair, inoperative, unregistered, or with expired registration shall not be parked on or in front of the property and will be towed at Tenant's expense.

# 29. Lost or Stolen Property

 Landlord is not responsible for any lost or stolen property. Tenant assumes all responsibility for the security and safeguarding of such property.

#### • 30. Insurance

- The Owner's insurance will not pay for any damages to your personal property or any personal expenses.
- It is highly recommended that you obtain renter's insurance.
- If you, your property, or your appliances damage the owner's property, your insurance should cover you.

#### **31. Pets and Animals**

- Please see your lease for full details regarding pets. Any pet fees paid are for administrative costs and the right to have the pet at the Property and do not cover any damages caused by the pet.
- Tenant shall not have any reptiles, birds, rodents, mammals, or pets of any nature on or about the premises with the exception of those noted on the lease
- This also includes pets of any nature of any guests, relatives, or invited parties to the premises. There is to be no pet-sitting or taking care of any other person's pets of any nature. Feeding stray or unauthorized pets is prohibited. If the Agreement excludes pets, the Tenant agrees to pay, retroactive to the beginning of the tenancy, a \$100 per month unauthorized pet fee for unauthorized pets and held responsible for the conditions stated

#### 32. Pet Removal

 Landlord may remove an unauthorized pet if one day's prior written notice of intent to remove pet is left in a conspicuous place on the premises and Landlord may present the pet over to a humane society or local authority.

#### **33. Entry and Inspection**

- Landlord has the right to enter the premises and Tenant agrees not to unreasonably withhold from Landlord consent to exhibit the Premises to prospective tenants, workmen, contractors, purchasers, insurance agents, real-estate agents, and to inspect the premises with a minimum of twelve(12) hour notice.
- During the last 30 days of tenancy, Tenant authorizes Landlord to put a FOR RENT sign on the property and to inspect and show the property to prospective tenants. For each occasion where the access rights described above are denied by the Tenant, Tenant shall pay the Landlord the sum of \$50(Fifty Dollars) as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are difficult to estimate, and that this fee is a reasonable pre-estimate and not a penalty.

# 34/35. Outside Maintenance/Trash and Containers

- Tenant agrees to keep sidewalks and driveways free of ice, snow, and debris and in safe condition in accordance with city ordinance.
- Tenant shall not litter. Tenant agrees to pickup trash and debris that blows onto or appears on the premises, no matter the source.
- Tenant agrees not to allow trash or other material accumulate which will cause a hazard, violation of any health, fire or safety ordinance or regulation, or is a visual nuisance.
- Tenant shall place all garbage inside containers with lids.
- Items too large to fit in trash bins shall not be placed in or near the container and Tenant agrees to remove these items immediately at the Tenant's expense.
- If the trash company refuses to remove any portion of the trash, Tenant agrees to remove the trash immediately at Tenant's expense.

# 36. Pool/Spa Maintenance

This clause explains who is responsible for care of the pool/spa/hot tub.

#### • 37. Yard Maintenance

- Provided by Tenant: weeding of planters, trimming/edging grass, pruning and trimming of shrubs and trees, application of weed control and fertilizer on grass, setting of automatic timers.
- Provided by Owner: Sprinkler winterization. Tenant agrees to inform Landlord of dying grass or sprinkler problems.

# **38. Repairs and Malfunctions**

- Maintenance requests need to be in writing. Submitting them through your online account helps us to respond the fastest.
- We contract our maintenance. If a contractor fails to make contact within 3 business days, please submit a 2<sup>nd</sup> maintenance request.
- Please call for any emergencies.

#### 39. Destruction

- If the property is destroyed as in a flood or fire, the lease may be terminated and MPM may assist in finding a replacement property.
- Owner's insurance does not cover tenant personal property damage so we recommend you get renter's insurance

#### **40. Access for Repairs**

- If necessary to expedite repairs, MPM may check out a key to vendors.
  - 41. Smoke/CO Detectors/ Extinguishers
- Replace all expired smoke detector batteries and NEVER disconnect them. Test them within 5 days of moving in and weekly thereafter. Report to management if a detector does not work after replacing battery.
- Tenant is recommended to purchase their own
  UL listed fire extinguisher

# 42. Tenant Responsibility to Care and Maintain Premises

- Change furnace filters regularly. Tenant may be charged for furnace and duct cleaning when moving out if filters are not maintained.
- Keep property clean inside and out.
- Promptly report items in need of repair.
- In the event of a break in, call police and forward us a copy of the police report.
- Replace any broken or cracked glass.
- Payment of any unnecessary workman service

#### 43. Normal Wear and Tear

 Normal wear and tear is the deterioration that occurs based upon the use without negligence, carelessness, accident, misuse, or abuse.

#### 44. Moisture Accumulation

- Tenant needs to remove any visible moisture accumulation immediately.
- Tenants should use exhaust fans in bathrooms and utility rooms.

# 45. Notification to Management of Moisture

 Report any evidence of leaks or mold immediately.

## • 46. Lockouts

- Call a locksmith if you get locked out.
- If MPM assistance is required to let you into the property, a fee may be assessed.

## 47. Lead Paint

 If the home you are renting was built prior to 1978, there are some potential risks. Please reread this section of the lease and the provided pamphlet and ask any questions.

#### • 48/49. Notice

- Notices must be submitted in writing.
- Your lease automatically renews at the end of the minimum term. If you choose to vacate, you should submit the MPM 30 Day Notice to Vacate form.
- Your notice must be received before the renewal date

## **50. Holdover without Penalty**

- If after you give notice you find that you cannot be out on or before the date provided, you must
  1) Submit a request to stay longer.
- 2) Owner must approve request.
- 3) Tenant must submit new 30 day notice to vacate form with new move out date.
- 4) Tenant must pay rent in advance.

# **51. Holdover With Penalty**

- If after you give notice to vacate you find that you cannot vacate on or before the date you provided and the Owner does not authorize the holdover:
- 1) Rent is increased by 25%.
- 2) Owner can require the lease to be extended up to 30 more additional days.
- 3) If Landlord had already secured a replacement tenant, you will be held responsible for the damages and costs associated with losing that tenant.

# **52. Early Departure**

 If you move out earlier than the date on your notice form, you are still responsible for rent and utilities, but let us know. We will try to rent it up and prorate any collected rent back to you.

#### 53/54. Breach of Contract

- If you break your lease, unfortunately many expenses will be incurred on your behalf.
- If you have no choice but to break your lease, the sooner you notify MPM and work with us, the sooner we can find a replacement tenant, which will reduce your expenses greatly.

### 55. Abandonment

- If you are in default and absent from the property for 7 consecutive days:
  - Owner will consider the property abandoned.
  - On the 8<sup>th</sup> day, Landlord may enter and take possession of the premises and property which was left at the premises.
  - Upon removing all items and preparing the unit, the owner may re-rent the property.

## 56. Abandonment / Tenant Possessions

- You hereby release the Landlord from any and all claims in regard to your personal property, within or upon the premises, if the property is considered abandoned.
- The Landlord will at its discretion dispose of, store, donate, or sell abandoned possessions and Tenant releases Landlord from any liability regarding abandoned property.
- Landlord may store possessions for 30 days and assess a storage fee.

### 57. Default By Tenant

In the event of Tenant's default in payment of rental, a breach of any of the other terms and conditions of this Rental Agreement, this agreement and Tenant's tenancy hereunder may be terminated upon three (3) days written notice by Landlord to Tenant. Tenant shall, by the end of the third day following the giving of any such notice, either deliver up possession to Landlord or, correct the matter in default. Should Landlord be compelled to institute a legal action to recover possession of the Premises by reason of nonpayment of rental by Tenant and should Tenant tender payment of rental after commencement of such legal action, Landlord shall not be required to accept such payments unless Tenant pays the entire rental in default plus attorney's fees, court costs, and service fees incurred by Landlord in said legal action up to said time. Any acceptance by Landlord of a sum less than the amount: (1) all be totally at Landlord's option and such payment shall be applied first to attorney's fees, court costs, and service fees incurred by Landlord in said legal action, then to rental, and (2) shall not operate to stay said legal proceeding or as any waiver of Landlord's right to possession of the Premises (e.g. Landlord need not demise any eviction lawsuit if less than the full aforementioned sum is paid).

# 58. Death, Incarceration, or Incapacity of Tenant

In the event of incarceration or death of the Tenant, if the effected Tenant is the sole Tenant, this Lease shall terminate. In the event of the incapacity, incompetency or inability to care for him or herself of the sole Tenant, or the primary wage earner if there are multiple tenants, a reasonable accommodation request may be submitted and if approved, this Lease shall terminate with a 30-day notice. In any of the foregoing circumstances, the Tenant hereby authorizes those persons listed on their application to enter the premises and remove the Tenant's personal property. In the event of a death, the Tenant's duly appointed Personal Representative(executor) shall also have such authority. (Idaho Code, Sections 15-3-711 and 15-12-204(5))

# 59. Mortgage

- The Owner has a mortgage. If the Owner failed to make their mortgage payments and the property were foreclosed upon, MPM's contract will be terminated and we may be required to surrender all rents and deposits.
- If that were to occur, MPM would notify you and you would have a new contact person to send rent and get your deposit from when you move out.

### 60. Move-In/Out Inspections

- Although we can do inspections without you, for your protection, please schedule inspections. We will document any damages, cleaning issues, and concerns.
- You have two days from the move-in date to submit the move-in inspection form.

## 61. Condition of Premises

 In the absence of a move-in inspection, you are accepting the property as is and certifying it to be clean and damage free.

#### 62. Pests

- Tenant is responsible for ordinary pest and rodent control.
- Landlord surveyed the property for bedbugs, fleas, and ticks before you took possession.
- If pests are introduced to the property after move-in, this will be your responsibility.
- Please exercise caution and be aware of pests when purchasing used furniture and traveling.

# 63. No Smoking

- There is no smoking on the PREMISES either within the home or outside.
- A fee is assessed for every time this smoking provision is violated during the lease.
- Smoking is considered damage.
- Use of candles and burning of incense can damage interior walls and coverings.
- Hookah(s) are not allowed on the premises even for decorative purposes.

# 64/65. Cleaning and Carpet Cleaning

- The property and carpets were professionally cleaned before you took possession.
- You should vacuum regularly and have your carpets cleaned whenever they become dirty and at a minimum of once per year.
- MPM will have the carpets inspected when you move out and use the carpet cleaning fee you have paid at that time.

## 66. Fireplace/Chimney Cleaning

- Your fireplace was professionally inspected and cleaned before you took possession.
- When you vacate, MPM will hire a professional to clean the fireplace and chimney and deduct the fee from your deposit.

#### 67/68. Windows/Draperies

- Your window coverings were professionally cleaned before you took possession.
- Please routinely clean your windows, tracks, and coverings.
- Tenant agrees to have all draperies and window coverings cleaned at Tenant's expense.

# 69. Light Bulbs

 Please replace all light bulbs as they expire, including interior, exterior, and appliances.

# • 70. Ceiling Heat

 If your rental home has radiant ceiling heat, you cannot install or screw anything into the ceiling as this will break the wires and cause the system to fail.

# 71. Signs

 For fair housing reasons, no signs are allowed to be placed on the property to include political or religious signs, pictures, or posters.

## 72/73.Bicycles,Skates,Skateboards

- If your rental home is not a single family home
  - Skating or riding bicycles is not permitted in the parking area or driveway because of danger to themselves and others.
  - No storage of bicycles, furniture, and any other article in hallways or common areas, and Landlord has the right to remove or dispose of items found in these areas.

## 74. Storage

- The Owner's insurance prohibits the storage of gasoline, toxic cleaning products/solvents, combustibles, oil, antifreeze, batteries, or toxic waste on the premises.
- If these items are found on the premises, the Owner will require MPM to remove and properly dispose of them at your expense.

## 75. Waterbeds

- Waterbeds must be approved in writing.
- If a waterbed is approved, you must have waterbed insurance.

# • 76. Quiet Hours

- Quiet hours are from 10PM to 7AM.
- If you live in a multi-family building and your neighbor violates quiet hours, please nicely inform them.
- If the problem persists, please call the police, file a complaint, and forward a copy of the police report to us.
- We are sorry, but Morgan PM cannot do anything without a

## 77. Balconies/Patios

- Patios, terraces, and balconies are designed for additional space – not storage.
- Storing boxes, bicycles, refuse, clothing, towels, and anything else that is not patio furniture, is prohibited.
- A gas barbeque grill may be used with the understanding that the Tenant is liable for damages and that care should be taken near siding and railings.

## 78.Drug-Free Housing

- No drug-related criminal activity is allowed, such as
  - Illegal manufacture, sale, distribution, use, or possession.
  - This type of behavior will be grounds for immediate termination of tenancy and criminal charges.

## 79. Megan's Law

- Morgan Property Management runs criminal background checks on all its tenants.
- If you are concerned about any registered sex offenders within the area of your new home, please conduct an online search prior to signing this lease.

# 80. Telephone Numbers and Employment

- Please provide us with your work, home, and mobile numbers in addition to your email address.
- If you get new numbers, or change jobs, please provide us the new information.

#### 81. CC&R's and Associations

- A fee shall be charged for each time a violation letter is received due to Tenant's violation.
- If the HOA notifies Landlord or Tenant of a violation on the Tenant's part, Tenant is to immediately correct the issue.
- Should a fine be imposed by the HOA, Tenant will also be responsible for paying any fines.
- Community amenities may be available for tenant use, but are not used as a basis for rent.

#### 82. Rules and Regulations

 All violations of county, city, state, or federal laws and codes are considered lease violations.

#### 83. Alterations

- You cannot change locks, paint, wallpaper, or make any other repairs or alterations without prior approval.
- If you request a reasonable accommodation or modification, please be sure we have this within the rental agreement.

# 84.Satellite Dish and Cable Installation

- A processing fee should be paid and Landlord's installation vendor should be used to avoid being held responsible for improper installations and damage to the property. Ask for an authorization form if needed.
- Improper installations will be assessed a fee for damages.

## 85. Owner/Agent Shall Not be Liable

- Owner and MPM are not responsible for any property or personal damages.
- We recommend you get renter's insurance. Accidents happen, but coverage is cheap.
- I and/ord is not responsible for any increase in utilities due

### 86. Severability

 If any court dismisses any part of this agreement, the remaining provisions shall remain in full force and effect.

## 87. Application of Funds

- Any payments you make will first be applied toward any unpaid balances such as late fees and damages.
- For instance, if you were to make your monthly rent payment, but you also had a \$25 fee, you would be short on your rent by \$25

# 88. Military

- If you, any of your family member, or roommates are a member of the military, be sure to initial this area of the lease agreement.
- If you receive military orders that take you more than 20 miles, you are responsible for submitting a 30-day notice, all rents due, and repayment of any incentives for the current lease term.

#### **89. Service Fees**

 If MPM has to deliver a notice for any lease violation, non-payment of rent, NSF, or failure to pay utility, there will be a charge for this.

#### - 90. Possession

- Sometimes the prior tenant doesn't vacate on the day promised. If this occurs, MPM has 7 days to deliver the property to you; otherwise, you can terminate the agreement and find another place.
- If possession is delayed, you won't be charged rent until the property is available to you.

## 91. Credit Reporting/Collections

- MPM may submit negative reports to credit agencies for late payments and delinquent accounts.
- MPM also turns over unpaid balances to a collection company. Tenant is responsible for the cost of collection services.

#### 92. Entire Contract

 Tenant acknowledges that all agreements are included within this rental agreement. Any move-in credits or anything else promised, must be included on this rental agreement, or it will not be fulfilled/included.

#### 93. Non-waiver Clause

 Sometimes due to misunderstanding or other reasons, we waive certain clauses within this rental agreement. If we do so, that does not mean we will always waive that clause or any other clause.

#### • 94. Attorney Fees

 If the Owner has to hire an attorney to evict you or otherwise enforce the agreement, he will seek recovery of legal frees from you.

#### 95. Interpretation of Contract

- If you had this lease interpreted for you, please include the name of your interpreter here.
- If you do not understand any part of this rental agreement, please do not sign until you do.

### 96. Co-Signer

- If you have co-signed, you are guaranteeing that all fees and damages will be paid.
- Demand letters will go to the tenant's residence, so they are responsible for keeping you informed of notices and past due amounts.
- After one year, we can evaluate the tenant's income, credit, and criminal background. If they meet our requirements and rent was paid on time, you can be removed from the lease.



 We can provide you and the co-signer one hard copy each, or we can email them to you. If additional copies are needed, there will be a fee.

#### 98. Attachments

- If your home was built before 1978, a Lead Based Paint Pamphlet will be included with this agreement.
- Any other included agreements will be noted here.
- Please initial for any attached agreements.

# 99. Contingency Lease / Additional Agreements

- If this lease is a contingency lease, it will be marked here. Any special agreements not normally in the lease should be included here.
  - 100. Equal Opportunity Housing
- We fully comply with the Federal Fair Housing Act. We do not discriminate against any person because of race, religion, sex, handicap, familial status, color, or national origin. We also comply with all state and local fair housing laws.

### **101. Slide Show**

 Initial this paragraph after viewing the slide show and reviewing the lease.

## 102. Sign and Date

 Once you completely understand all provisions and conditions of your rental agreement, please sign and date.