

Appletree Apartments

APARTMENT LEASE AGREEMENT AND DEPOSIT RECEIPT

Manager: Dan Gibb (208) 356-6411

TENANT(S): _____ Lease Ending Date _____ / _____ / _____
 (Lease must end in August or December & year)

OCCUPANCY

	<u>AMOUNT RECEIVED</u>	<u>BALANCE OWING PRIOR TO</u>
First Months Lease for the month of _____	\$ _____	\$ _____
Washer/Dryer rental fee \$15	\$ _____	\$ _____
Cable TV/High-speed Internet (\$25)	\$ _____	\$ _____
Security deposit (not applicable toward last month's lease payment) (\$300)	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

Tenant hereby offers to lease from the Owner an apartment in the Appletree Apartments, 347 S 4th W, Rexburg, Idaho, upon the following **TERMS AND CONDITIONS:**

1. TERM: The term hereof shall commence on the above date and end on the ending date above. The Tenant shall be liable for all lease payments due through the lease ending date above, regardless of whether or not the Tenant resides in the apartment. At the end of the lease ending date above, the lease shall be renewable (in writing only) for any period ending with August or December only and must be signed by both parties by 31 days prior to the ending date above. A stay of less than 6 months will cause forfeiture of the deposit.

2. LEASE RATE: \$550.00 per month; payable in advance, upon the first day of each calendar month to Owner or his authorized agent, at the following **mailing address: Appletree Apartments, 347 S 4th W #702, Rexburg, Idaho 83440**, or at such other places as may be designated by Owner from time to time. In the event lease is not paid within three (3) calendar days after due date, Tenant agrees to pay a **late charge of \$50.00** plus interest at 1.5% per month on the delinquent amount. Tenant further agrees to pay \$30.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any lease payment unpaid on the second day of the lease payment period. Any unpaid balances remaining after termination of occupancy are subject to 1.5% interest per month

3. MULTIPLE OCCUPANCY: It is expressly understood that this agreement is between the Owner 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 lease payments and all other provisions of this agreement.

4. UTILITIES: Tenant shall be responsible for the payment of all utilities and services, except: water, sewer and garbage, which shall be paid by Owner.

5. USE: The premises shall be used exclusively as a residence for no more than four (4) persons. Guests staying more than a total of 10 days in a calendar year without written consent of Owner shall constitute a violation of this agreement.

6. ANIMALS: No animals of any kind, including insects, fish, reptiles, birds, etc., shall be brought on the premises without the prior consent of the Owner.

7. HOUSE RULES: Tenant agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner. There will be **no smoking** allowed by tenant, family members, invitees or guests.

8. ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter are in force, pertaining to the use of the premises.

9. ASSIGNMENT AND SUBLETTING: Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of the Owner. There will be a \$50 charge for selling, trading, or any other types of contract changes.

10. MAINTENANCE, REPAIRS, OR ALTERATIONS: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family, invitees or guests. Tenant shall not paint, paper or otherwise redecorate or make alterations, including wiring of any kind, to the premises without the prior written consent of the Owner. Tenant shall not commit any waste upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

11. INVENTORY: A stove, fridge, and dishwasher will be furnished by Owner. Washer/dryer are available for extra.

12. PARKING: Only two (2) parking spaces are made available for each apartment. Any usage of more than two (2) spaces for more than one (1) overnight stay per month must be pre-approved by the Owner.

13. DAMAGES TO PREMISES: If the premises are so damaged by fire or from any other cause as to render them untenantable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or its invitees or guests, then Owner only shall have the right to termination. Should this right be exercised by either Owner or Tenant, then the lease payment for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid lease payment and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate reduction of lease payment until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

14. ENTRY AND INSPECTION: Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may only be made during normal waking hours (8 am to 8 pm) and only with at least 24 hours prior notice to Tenant, unless Tenant agrees to such.

15. INDEMNIFICATION: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages for which Owner is legally responsible.

16. PHYSICAL POSSESSION: If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any

damage caused thereby, nor shall this agreement be void or void able, but Tenant shall not be liable for any lease payment until possession is delivered or made available for delivery. Tenant may terminate this agreement if possession is not delivered within 5 days of the commencement of the term hereof.

17. DEFAULT: If Tenant shall fail to pay the lease payment when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default on the lease, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the lease payment(s) as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid lease payments for the balance of the term exceeds the amount of such lease payment loss which the Tenant proves could be reasonably avoided.

18. SECURITY: The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's lease payment. A stay of less than 6 months will cause forfeiture of the security deposit.

19. DEPOSIT REFUNDS: The balance of all deposits shall be refunded within four weeks from date possession is delivered to Owner or his Authorized Agent,

Together with a statement showing any charges made against such deposits by Owner. A carpet-cleaning fee of \$50 shall be deducted from your deposit. Any additional required cleaning shall also be a flat \$50 fee. Deposit Refunds are at the discretion of owner based upon damages to the premise.

20. ATTORNEY'S FEES: In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. WAIVER: No failure of Owner to enforce any term hereof shall be deemed a waiver. Acceptance by Owner shall not waive his right to enforce any term hereof.

22. NOTICES: Any notice which either party may give or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown herein or at such other places as may be designated by the parties from time to time.

23. TIME: Time is of the essence of this agreement.

ADDITIONAL TERMS AND CONDITIONS are set forth on page two.

ENTIRE AGREEMENT: The foregoing Constitutes the entire agreement between the parties and maybe modified only by a writing signed by both parties. The undersigned Tenant hereby acknowledges receipt of a copy hereof.

TENANT: _____ CO-TENANT: _____ DATED: _____

ACCEPTANCE by Owner: _____ **DATED:** _____

ADDITIONAL TERMS AND CONDITIONS:

PREFERRED FLOORS 1st and 2nd Preference (1,2 OR 3) (NOT GUARANTEED) 1st Preference _____ 2nd Preference _____

PLANNED LENGTH OF STAY TIL (DATE, IF DIFFERENT FROM END OF LEASE DATE) _____

TENANT TO DO LIST:

- 1) Please **read your lease agreement** and **house rules** (on back) so that you understand the rules and procedures to be followed.
- 2) **Pay your deposit** and any remaining rent for the current month and miscellaneous other charges.
- 3) **Your address** is: 347 S 4th W #___ (apartment #
Rexburg, Idaho 83440
- 4) **Call the electric and gas utilities** to put your name on the account for your apartment.
Have them put the utilities in your name as of the date you move in.
a) Qwest Telephone, 12 N Center, 1-800-244-1111 (optional) Call phone company first if you are getting one so you can give the number to the other utilities.
b) Intermountain Gas, 12 N Center, 1-800-548-3679
c) Utah Power & Light, 12 N Center, 1-888-221-7070
- 5) **After you move in:** Call me (356-6411) with your local phone number(s) and/or cell number(s).
If I don't answer, leave a message.
- 6) When you pay your **lease payments send them to:** **Osagia**
There is a drop box at apt #702 for rent payments

(Please write your apartment number on the check.)
- 7) If you find anything wrong in the apartment, please call me as soon as possible.

