



Office 208.297.3010 ● Cell 208.371.5720

P.O.Box 44204, Boise ID 83711 ● www.facebook.com/cohesionproperties

RENTAL AGREEMENT

THIS RENTAL AGREEMENT entered into this the 10th day of June, 2016, (Agreement), by and between **Cohesion Properties LLC**, hereinafter referred to as Management, and **John and Jane Doe**, hereinafter referred to as Occupant. For and in consideration of the mutual benefits to be derived by each party, the Management hereby agrees to rent to the Occupant the Property located at **205 Somestreet Ave, Caldwell ID, 83605**, (Property) for a term of **12** months and **0** days, **commencing on the 1st day of July, 2017, and monthly thereafter until the last day of June 2017** (Initial Term) after which time this Agreement will become a month to month tenancy, upon which the same terms and conditions stated here in will apply. The names of minor children to also occupy the Property, whether on a full or part time basis, are known as: kid 1 doe, kid 2 doe
The Property shall be occupied by only the above named children and Occupants.

1. RENT. Rent in the amount of \$ 925.00 per month is due and payable monthly in advance by the first day of every month to **Cohesion Properties, P.O.Box 44204, Boise ID 83711**, no exceptions. Rent is to be paid using www.cozy.co online service, or by check, cashier's check, or money order. No cash will be accepted. Multiple personal checks or personal checks in combination with money orders, cashier's check and or cash will not be accepted. Post dated or 2nd or 3rd party checks will not be accepted. Checks sent through the mail are done so at the sender's own risk. Lost rents will be considered as unpaid until actually received by Management. Occupant agrees to pay a late charge of **\$50.00** for each and every time rent is not received by Management prior to the 5th of the month, and such charge shall be considered additional rent. Regardless of the cause, including dishonored checks, time being of the essence. If rent plus late fees are not paid by the 5th, a 72 Hour Notice to Vacate will be served and the eviction process begins. A fee of **\$35.00** will be charged in addition of any other fees assessed for any NSF checks, and such fee will be considered additional rent. In the event of an NSF check, Management reserves the right to require Occupant to pay all future payments in cashier's check or money order. If Occupant's occupancy shall initially commence on a date other than the first day of a calendar month, then the first month's rent shall be \$n/a as prorated rent for the first partial month.

2. ALLOCATION OF PAYMENTS RECEIVED. All monies paid will be applied first to any previous balance due on Occupants account, including rent, late charges, NSF charges, and damages; and secondly to current rent.

3. DEPOSITS. Occupant shall deposit with Management the sum of \$ 900 prior to occupancy, as security for any damage caused to the Property, during the term of Agreement.

Deposit and Fee Amounts Breakdown.

Security and Damage Deposit:	<u> \$700 </u>
Additional non-refundable fee in consideration for Pet(s):	<u> \$n/a </u>
Non-Refundable Re-keying Fee:	<u> \$40 </u>
Cleaning Fee:	<u> \$200 </u>
Other Deposit:	<u> (\$40) </u> Credit for application fee
Total:	<u> \$900 </u>

The following occupant's initials acknowledge receipt and review of this page: _____

4. DEPOSIT REFUND AND ITEMIZATION. Once vacated, Management will provide a written itemized statement of security deposit's deposition and remaining balance, if any, no later than thirty (30) days after the Occupant has vacated the Property. Management may withhold expenses of damages, cleaning costs, legal or collection fees, loss of personal property of Management included in this Agreement, past due rent, loss of rents, late fees, service fees, NSF fees, Occupant caused billings, photographs of damages, pest control, locksmith service, termination fees and re-rent fees. Occupants acknowledge that the security deposit refund will be endorsed to all current Occupants on the Agreement and may be mailed to one Occupant only. Of the non-security portion of the deposit, the sum of \$240.00 is non-refundable and is specifically deducted for a re-keying fee (\$40) and cleaning fee (\$200). Management will retain all interest earned on deposits.

4.1 No portion of the security deposit will be refunded if one or more parties give notice to vacate prior to vacancy and are no longer on the Agreement. The security deposit will only be available for refund when the property is completely vacated.

5. ASSIGNABLE AGREEMENT. Should Owner change management companies or sell the Property, Occupant authorizes Management to assign this Agreement to the new owner or management company and release any deposits or other Occupant related funds to the new Owner or management company, less any fees owed to Management as described within this Agreement and hold Management harmless from that assignment date and forward.

6. CARPET CLEANING. Management at the expense of the Occupant will provide carpet cleaning upon vacancy. Occupant acknowledges that Management shall not honor any receipts for carpet cleaning and that Management will have the carpets cleaned at the Occupant's expense.

7. ACCEPTANCE. Occupant accepts said dwelling and all furnishings and appliances therein as being in good and satisfactory condition UNLESS A WRITTEN STATEMENT OF ANY OBJECTIONS is delivered to Management within FIVE (5) DAYS AFTER TAKING POSSESSION. Occupant agrees that failure to file such a statement shall be conclusive proof that there were no defects of note in the Property. An inspection sheet is provided for this purpose.

8. SIGHT UNSEEN. Parties agree that Occupant(s) were given the opportunity to inspect the Property prior to signing the Rental Agreement. If Occupant(s) declined to do so and chose to sign the Agreement on subject Property sight unseen for their convenience, parties acknowledge that Occupant will be fully obligated to the signed Agreement should they not take occupancy of the Property. Occupant does agree that any maintenance shall be done as required by the Agreement and not the preferences of the Occupant since Occupant agreed to take property sight unseen.

9. APPLIANCES. Appliances may only be used by the Occupant for their normal purpose. Appliances shall not be removed from the Property by the Occupant or any third party without written permission from Management. Management will maintain and service the Appliances. Occupant will preserve them in good working condition and state of cleanliness. Occupants are responsible for the vacuuming of refrigerator coils once a year as a part of normal upkeep. Upon termination of the Agreement for any reason, the Appliances will be returned to Management in good working condition, except normal wear and tear. Management will not be responsible for food spoilage due to failure of refrigerator or power outage. All washing machines and/or dryers supplied by Management are AS-IS.

The following Appliances at the Property are: Washer: _____ Dryer: _____ Refrigerator: x
Stove: x Dishwasher: x Trash Compactor: _____ Disposal: x BBQ: _____
Microwave (attached or freestanding): _____ Other: _____

10. UTILITIES. Occupant must notify utility companies of his/her occupancy and responsibility for payment prior to lease start date to commence as of lease start date for the following utilities marked:

 x Electric X Gas _____ Water _____ Sewer _____ Garbage Other: _____

10.1 Utilities must remain in at least one of the Occupant's name throughout the life of the Rental Agreement. If at anytime during the life of the Rental Agreement utilities are switched out of Occupants' name, turned off or have not been switched into Occupants' name within 2 days of the start date of this Agreement, Occupants will be charged actual utility costs plus a **\$100.00 administrative fee per utility, per month** until utility is changed into Occupant's name.

11. MAINTENANCE. Occupant shall keep and maintain the Property and every part thereof in good and sanitary condition. Occupant agrees to pay for any repairs of the Property due to Occupant's negligence. Occupant shall immediately notify Management, in writing, should any plumbing, electrical, mechanical, or other equipment or part of the Property become damaged, faulty, or in disrepair. Light bulb, smoke detector batteries and

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furnace filter replacement is Occupant's responsibility. Further, Occupant shall immediately notify Management, in writing, when Occupant becomes aware an inoperable lock or window security. Occupant is responsible for maintaining all insect and rodent control. Management is not liable for a violation of this section unless Management fails to correct a violation within a reasonable time after Management has actual knowledge of the deficiency or receives notice of any inoperable lock or window security deficiency. In the event of a break in, Management must be supplied with a copy of the police report; if Occupant fails to do so, Occupant agrees to pay repair costs.

11.1 Occupants are responsible for and agree to pay for any damage done by wind or rain caused by leaving windows open, overflow water, or stoppage of waste pipes caused by them. Occupant agrees all plumbing and drains are currently open and clear. Occupants agree to reimburse management for having drains cleaned when clogged by them. In the case of a clogged drain or plumbing problem, tenant will notify management and a licensed professional will be hired. Occupant shall refrain from disposing things such as diapers, sanitary napkins, tampons, paper towels, wads of toilet paper, newspaper, children's toys, matches, Q-tips, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, or rocks down any toilet or drain. Tenant is not authorized to hire out any work on the property

12. MOISTURE ACCUMULATION. Occupant shall remove any visible moisture accumulation in or on the Property, including walls, windows, floors, ceilings and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathrooms when utilizing any fixture or object that produces steam; and keep climate and moisture in Property at reasonable levels.

13. NOTIFICATION TO MANAGEMENT OF MOISTURE. Occupants shall promptly notify Management in writing of the presence of the following conditions:

- a. A water leak, excessive moisture, or standing water inside the Property.
- b. Mold growth in or on the Property that persists after Occupants have tried several times to remove it with household cleaning solutions and disinfectants.
- c. A malfunction in any part of the heating, air conditioning, or ventilation system in the Property.

14. OUTSIDE MAINTENANCE. Occupant agrees to remove any and all garden hoses from exterior hose-bibs/water spigots and ensure they are completely turned off prior to temperatures freezing. Occupant agrees to keep sidewalks and driveways free of ice, snow, and debris, and in safe condition in accordance to city ordinance. Occupant agrees that any vehicles found parked on unpaved areas may be towed away at the Occupant's expense. Occupant agrees to be responsible for keeping all outside areas free of garbage, debris, animal feces and or any other unsightly items, no matter their source. All cigarette butts must be placed in a proper container and properly disposed of.

15. LAWN/LANDSCAPING. Occupant agrees to maintain the lawns, flowerbeds and shrubbery. Should, in Management's sole discretion, the lawn or shrubbery need mowing, trimming, weeding or watering, Management will notify Occupant. If within three (3) days the Occupant has not remedied the situation, Occupant agrees that Management may hire professional services and invoice the tenant for the expenses, which will be due in full with the next month's rent.

15.1 DESIGNATION OF RESPONSIBILITY. Mark "O" for Owner, "T" for Tenant:

Mowing: O Fertilizing: O Trim Bushes/Shrubs: T Watering: T Weeding: T
Seasonal Sprinkler Turn-On & Blow-Out: O Sprinkler Repair (unless damage done by tenant or pets) : O
Spring & Fall/Debris Clean-up: T Tree Trimming (low hanging branches only) : T
Other: removal of landscaping, installation of permanent landscaping (plants or structures)- O

16. ACCESS FOR REPAIRS. *Within 24 hours notice*, Occupant hereby agrees requests and authorizes Management to allow maintenance contractors and personnel to check out a key from Management with the sole purpose to gain access to the Property to make necessary repairs during normal business hours unless otherwise agreed upon with the Occupant and contractor. Occupant further agrees that when Occupant contacts Management and requests repairs, at that time Occupant received proper and sufficient notice that management shall gain access to the Property to make the necessary repair via a pass key.

17. ALTERATIONS. Occupant shall not paint, wallpaper, add or change locks, or otherwise redecorate or make alterations to the Property without the prior written consent of Management.

18. KEYS AND CONTROLS. Management is to retain keys to the Property at all times. If the Occupant opts or causes a lock change, Occupant shall furnish within (5) working days a new set of keys to Management. The locks within the Property must be re-keyed with the same type of lock set at

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Occupant's expense. Occupant is responsible for \$35 re-keying fee at move-out. If the Occupant does not furnish the keys upon changing locks or vacating the Property, Occupant agrees to pay the cost of re-keying the Property plus the replacement cost of all keys, controls and remotes to cover the cost any item listed below which have been furnished to the Occupant. Replacement house keys (standard) are \$7.50 each. Management is not to be held responsible should Occupant option not to have locks changed prior to move-in. The Occupant has been given the following keys and controls:

2 House keys ___ Garage door opener ___ Mailbox key ___ Other

19. LOCK OUTS. Occupant agrees to pay a lock out fee should Occupant lock himself/herself out and request to be let back in to Property. However, Occupant understands Management may not always be available to perform such service. The following charges will be assessed for this service due at time of service.

Weekdays between 9:00 AM and 5:00 PM	\$25.00
Weekdays between 5:00 PM and 9:00 AM	\$75.00
Weekends anytime	\$50.00
New House Keys	\$7.50 Each

20. ENTRY AND INSPECTION. Occupant agrees to give Management or its agent, the right to enter the Property, including storage areas, if any, at any reasonable time, upon reasonable notice for the purpose of inspection, repair or maintenance of the Property, as well as access to repairmen for the purpose of maintaining and repairing said Property or in order to show said Property for rent or sale to any prospective tenant, buyer, lender or insurance agent, which shall be done at the discretion of Management. Reasonable notice for inspection maintenance and repairs shall not be less than 24 hours, unless agreed upon by all parties. Reasonable notice for showing the Property to prospective tenants or buyers shall be not less than 5 hours. Notice by phone message shall be considered sufficient. Management reserves the right to visit the Property with the first 90 days of occupancy and every 6 months thereafter to determine any needed maintenance or review any issues related to the Property and or its Occupants. Within the last 30 days of occupancy, Occupant authorizes Management to inspect the Property and place a FOR RENT sign and lock box on the Property and show Property to prospective tenants. Notwithstanding the foregoing, entry may be made at any time and without prior notice if Management reasonably believes that an emergency exists or that the leased premises have been abandoned.

21. PETS. Occupants shall not have any mammals, reptiles, birds, fish, rodents, insects or pets of any nature on or about the Property including those of guests, relatives, or invited parties with the exception of (list name, breed, age and weight): n/a

Management may remove an unauthorized pet if one day's prior written notice of intent to remove the pet is left in a conspicuous place on the Property and Management may present the pet over to a humane society or local authority. **There is to be no "babysitting" or "care taking"** of any other person(s) animals, birds or pets of any nature. Feeding stray or unauthorized pets is prohibited. If the Agreement excluded pets, the Occupant agrees to pay, retroactive to the beginning of the tenancy \$100 per month per pet for unauthorized pets and held responsible for all damages caused by unauthorized pets. Occupant's with or without authorized Support or Companion Animals agrees to the below conditions:

- a. Occupant agrees to keep said pet(s) under control at all times and obey all city and county ordinances relating to the keeping of pets, as well as any and all condominium and/or subdivision rules which may apply. Barking must be kept quieted as to not disturb neighbors.
- b. Owner and Management are released of any liability for damages, injury or death caused by said pet (s).
- c. Occupant agrees Management shall have the right to procure cleaning and deodorization at Occupant's expense and Occupant agrees that the resulting charges may be deducted from their security deposit.
- d. Occupant agrees to be fully and financially responsible for any damage caused to the Property by the pet(s) and for any and all wear and tear resulting and agrees to fully compensate the Management for any and all such damage or additional wear and tear including but not limited to:
 - 1) Cleaning up any droppings / feces deposited in yard by the pet(s), minimum weekly
 - 2) Filling in any holes in the yard and re-sodding as necessary to restore the yard and lawn to original condition.
 - 3) Replacing doors, screens, windows, or any other items scratched, torn, damaged or soiled by the pet(s).
 - 4) Additional cleaning or replacement at the discretion of the Management of any carpeting that has been damaged, soiled or stained or which has an odor as a result of the pet(s).
 - 5) Deodorizing and disinfecting any floor or wall or other surfaces which may be stained or have an odor as a result of the pet(s).
- e. The said pet(s) are current on all shots and vaccinations.

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f. An increase to the Security Deposit in the Amount has been paid (Support/Companion Animals exempt) and Occupant agrees additional funds paid are an "increase" to the deposit and NOT a pet deposit. This additional security deposit is not specifically held for pet related damages but is held for the performance of all aspects of the Rental Agreement including unpaid rents, late fees, charges and damage assessments.

22. NO SMOKING. Occupant understands this is a non-smoking property. Occupant, Occupant's guests, family members or any other person present on the Property by permission of Occupant shall not be allowed to smoke inside the Property. Upon Management's discretion, Occupant may be evicted for smoking inside the Property. Occupant understands that any damage caused by smoking any substance will be considered damage. Damage includes, but is not limited to deodorizing carpet; additional paint preparation; replacing of drapes; repairing burn marks on carpet/counters, smoke smell and/or discoloration; etc. If smoking inside the premises is detected by Management, Occupant will be considered in violation of this provision and responsible for all costs associated with cleansing the Property of any smoke damage.

23. TERMINATION. Before vacating, Occupant must give Management advanced written notice as provided herein. Occupant's Notice of Intent to Vacate Rental Unit does not release Occupant from liability for the full term of the Lease Agreement or any renewal or extension. Occupant's Notice of Intent to Vacate Rental Unit must be in writing and cannot terminate the Lease Agreement sooner than the end of the original full term, any renewal or extension. Occupant's verbal notice of intent to vacate will not be accepted and is not valid to terminate this Agreement. If Occupant chooses to vacate upon expiration of the lease, a written 30-day notice shall be required. The lease shall automatically convert to a month-to-month tenancy unless Management receives from Occupant 30 days advanced written notice of Occupant's intention to vacate. Failure to comply with this provision shall result in Occupant's responsibility for 30 days rent when said notice was received by Management. In the event Occupant tenders to Management rent for an additional month, Management's acceptance thereof shall result in this lease being converted to a month-to-month tenancy, all other terms of the lease remaining in full force and effect. If this lease is, or is converted to, a month-to-month term, the lease may be terminated by Occupant or Management giving a 30-day written notice of termination at any time.

23.1 Month-to-month: If Occupant remains in possession of the Premises with the consent of Management after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Management and Occupant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at One-thousand fifty DOLLARS (\$1050.00) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

24. TERMINATION FEE. A Termination Fee of **2x the monthly rent plus \$100** will be charged to all Occupants who have not completed their full lease term, or who do not give property 30 days written notice, unless Occupant supplies Owner with a new qualified tenant to take over this Agreement. If Occupant supplies Owner with a new qualified tenant to take over this Agreement, there will be a Lease Take Over Fee of **\$250.00**. This fee is in addition to all other fees described within this Agreement including but not limited to lost rents, reimbursement of any move in credits, advertising fees, lawn care while vacant and utilities while vacant. If there is a change of roommate on this Agreement, there will be a Roommate Adjustment Fee of **\$50.00** per roommate. All Termination Fees must be paid in full to Management upon notice being given.

25. MILITARY CLAUSE. If Occupant is or becomes a service member or a dependent of a service member, the Service members' Civil Relief Act (SCRA) Section 305d, allows military Occupants to terminate their lease under the following provisions: Occupant may terminate this lease by delivering to Management a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Occupant understands the earliest termination date is on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Occupant is also responsible for utilities during the said duration.

26. OCCUPANCY AND USE. Occupant agrees to use the Property as **living quarters only**. Businesses operated from this Property are strictly prohibited. Occupant shall not violate any government law in the use of the Property.

26.1. Occupant agrees to notify Management in writing of any extended (greater than 14 calendar days) vacations or absences from the Property as to the dates the Occupant shall be absent. Occupant further agrees to request in writing the authorization for other persons to occupy the Property while Occupant is absent. Occupancy by any other persons named above for more than ten nights shall constitute a breach of this Agreement unless prior written consent obtained from the Management.

27. CRIME FREE LIVING. Occupant, Occupant's guests and/or invitees **shall not engage in any criminal activity, on or off the Property**. Occupant, Occupant's guests and/or invitees shall not engage in any act that is intended to or actually facilitate any criminal activity, on or off of the Property or common ground. Occupant, Occupant's guests and/ or invitees shall not permit the Property or common ground to be used for any criminal activity.

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Occupant, Occupant's guests and/ or invitees shall not engage in any act of violence or threat or violence, including, but not limited to, the unlawful display or discharge of a firearm, a racial slur, a hate crime, or any property damage on or off the Property. Occupant, Occupant's guests and/ or invitees agree and understand that Management cooperates with law enforcement agencies by allowing Management to release any information contained in Management's file regarding Occupants to any law enforcement agency upon request. Occupant agrees that Management may use any law enforcement generated report as direct evidence without objection in any court action, including but not limited to eviction. . Violation of the above provisions is a material and irreparable violation of the Rental Agreement and good cause for immediate termination of tenancy. Any single violation of any of the provisions shall be deemed a serious, material and irreparable violation and noncompliance of the lease, regardless of whether or not Occupant has any knowledge of the violation by an Occupant, guest or invitee and regardless of whether on or off the Property. It is understood and agreed that a single violation shall be good cause for immediate termination of the Agreement. Proof of the violation shall not require criminal conviction, but shall require only a preponderance of the evidence.

28. ABANDONMENT. Abandonment shall have occurred if (1) without notifying Management, Occupant is absent from the unit for 7 days while is rent is due and owing, even though Occupant's possessions (all or part) remain on the Property; (2) without notifying Management, Occupant is absent one day while rent is due and owing and the Occupant's possessions have been removed from the Property and/or utilities have been canceled in the Occupant's name. If Occupant abandons Property, Management may re-take possession of Property and attempt to rent it at fair market value. If Occupant has left personal property in/on Property, Management may remove to storage and attempt to notify Occupant of this action. Occupant may claim said personal property by paying moving charges at a rate of \$50.00 per hour and storage charges in addition to any other charges due and owing. If Occupant fails to claim said personal property within 30 days of removal from Property, Management may dispose of (at management's discretion) the personal property and apply any proceed towards any amount the Occupant may owe. Personal property left on the Property after Occupant has relinquished occupancy shall be deemed abandoned and may be disposed of, as Management deems appropriate.

29. DEFAULT. Management may resume possession in case of default on any of the covenants herein, Management may enforce the performance of this Agreement in any modes provided by law, and the Occupant hereby waives any statutory notice of such default. This Agreement may be forfeited at the Management's discretion if such default continues for a period of three (3) days, and thereupon this Agreement shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term and Management and/or its agents shall have the right, without further notice or demand, to reenter and remove all persons and property therefrom without being guilty in any manner of trespass, or without any prejudices to any remedies for arrears of rent or breach of covenants. Management may resume possession of the Property and relet the same through the remainder of the term at the best rent. Management may obtain for account of the Occupant, who shall make good any deficiency, including the cost of reletting. In the event of cancellation or termination of this Agreement by Management under the option provided herein, Management shall deduct from the Occupant's security deposit (if any) all unpaid rentals and damages and charges for which the Occupant is liable hereunder; any balance shall be returned to the Occupant. Occupant understands failure to fulfill the terms of this Agreement, may result in a negative reporting to the credit bureaus.

30. RULES AND REGULATIONS. Quiet hours commence at 10PM and continue until 7AM. The guests and licensee of Occupant shall not disturb, annoy, endanger, or interfere with other Occupants of the building or neighbors. If Occupant(s) play musical instruments, radios, or televisions loudly enough to disturb neighbors, this shall be deemed a violation of the Rental Agreement. Multi-unit Occupants agree to refrain from using the washer and dryer during quiet hours. The use of fireworks, firecrackers and any type of firearms in or around the Property is strictly prohibited. The Property shall not be used for any unlawful purposes, including but not limited to using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit waste or a nuisance upon or about the Property. It is hereby understood by the Occupant's that any illegal use or dealing of drugs or controlled substances is a breach of your rental agreement and will result in your eviction from the Property. Occupant shall also not assign this Agreement or sublet any portion of the premises.

31. PARKING. Vehicles of any kind should not be parked on any area other than the driveway, garage, designated parking spot/stalls, designated RV access, if applicable, or the street. If parking is assigned, Occupant agrees to not park in any area other than Occupant's assigned parking spot or stall number. Any parking in designated fire or no parking zones or parking in a stall not assigned to Occupant shall result in a parking violation fee of **\$25** and or towing of the vehicle at Occupant's expense. Occupant agrees and understands that they are responsible for ensuring that their guests park in designated areas for guests parking or on the street, if applicable. Vehicles leaking oil or gasoline are to be removed from the Property until repaired. **Vehicles in obvious disrepair, inoperative, unregistered or expired registration are not to be parked on or in front of the property and will be towed at Occupant's expense.**

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32. BALCONIES/PATIOS. Patios, terrace, balconies, are designed for additional space and not storage. Storing or displaying on patios and balconies of boxes, bicycles, refuse, clothing, towels, and other belongings, which are not patio furniture, is prohibited and may be removed or disposed of by Management. Patios, balconies, and windows are not to be used for drying clothes or suspending other objects. Refuse, garbage and trash shall be kept at all times in such containers and in areas approved by Management. Throwing any items from balconies is strictly prohibited. A gas BBQ grill may be stored or used on the patio or balcony only with the express understanding that the Occupant is solely liable for any damage resulting from such storage or use. Occupant understands that if the Property has vinyl siding, that the BBQ grill must be used at a distance no closer than six (6) feet from the siding and that Occupant will be held liable for any damage as the result of such storage or use. The use of charcoal barbecues is prohibited unless consent is obtained from Management.

33. STORAGE. Occupant agrees not to store gasoline (other than for the purpose of lawn mowing), cleaning solvents, combustibles, oil, antifreeze, batteries, or toxic waste on the Property and to properly dispose of said items. Occupant will be fined fifty (**\$50**) as well as charged the cost to remove any of the aforementioned items.

34. WATERBEDS. No waterbeds are allowed without written permission from Management. Occupants must provide Management with a copy of the RENTER'S INSURANCE POLICY that specifically insures accidents and/or damage caused by waterbeds and has Management named as an additional insured.

35. INSURANCE. Occupant is to provide their own insurance for their possessions both inside and outside of Property. Occupant is aware that they are responsible for providing insurance for their personal possessions or vehicles and the Owner's or Management's insurance will not cover their possessions or vehicles and this includes flood, fire or any other cause.

36. LEGAL RECOURSE/ATTORNEYS FEES. Occupant agrees to pay all court costs and attorneys fees incurred by Management in enforcing legal action or in any of Management's other rights under this Agreement or any law of this state. All rights given to the Management by this Agreement shall be cumulative in addition to any other laws which might exist or become into being.

37. LOST OR STOLEN PROPERTY. Management shall not be responsible for any of the Occupant's property lost or stolen either from Occupant's rented Property or from any parking, storage, or common area in or about the building or Property, and Occupant assumes all responsibility for the security and safekeeping any such property.

38. WAIVER. The acceptance by Management of partial payments of rent due shall not, under any circumstances, constitute a waiver of Management, or affect any notice or legal proceedings in unlawful detainers therefore given or commenced under the state statutes.

39. HOLD HARMLESS. Management shall not be liable to the Occupant or any other person for any damages to person or property occasioned by any defects in the dwelling, or by any other cause, or by an act, omission, or neglect of the Occupant or any other occupant of said dwelling, and Occupant agrees to hold Management and its agents harmless from any and all claims from any such damages, whether the injury occurs on or off the premises.

40. HOLDOVER. Without written, accepted notice from Management, any holding over by the Occupant of these premises after the expiration or other termination of this Agreement shall operate and be construed as a tenancy at sufferance at the rental rate of \$100/day, and the Occupant agrees to surrender the premises upon 24 hours written notice.

41. CHANGES. The provisions of this Agreement may only be changed or added to by mutual written agreement by both Management and Occupants.

42. SATELITE DISHES and OTHER EQUIPMENT. Occupant understands that any equipment (not including an approved satellite dish) attached to buildings is not allowed and will result a fine up to \$500.00. Nothing shall be bolted/attached to the exterior in any way without prior approval, and will be subject to removal at Occupant's expense.

43. FIREPLACE/CHIMNEY CLEANING. Occupant agrees to thoroughly clean and remove all debris from within the fireplace upon vacating the Property. Occupant acknowledges that upon vacating the Property, Management may hire a professional chimney sweep to clean the chimney of at the Occupant's expense.

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44. NORMAL WEAR AND TEAR DEFINED. Normal wear and tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse or abuse of the premises or contents by the tenants, their family or guests. For the purposes of this Agreement, Management DOES NOT consider the following items as normal wear and tear, this list includes but is not limited to: Mollies, screws or more than excessive nail holes (in Management's sole opinion), carpet cleaning, extreme traffic wear of carpet, torn, burned or stained carpet, pet deodorizer, general cleaning, blind cleaning/repair/replacement, window cleaning, replacement of expired light bulbs, replacement of smoke detector batteries, repainting due to smoke/candle damage, broken toilet tanks, replacement of furnace filters, ripped or marked wallpaper.

44.1 Carpet Wear and Tear is taken into consideration based upon the following ratio: 5 years old 20% of cost 4 years old 40% of cost
3 years old 60% of cost 2 year old 80% of cost 1 year old or less 100% of cost

45. SMOKE and CARBON MONOXIDE DETECTORS. Occupant acknowledges that the Property is equipped with working smoke detectors as of the date of this Rental Agreement. Occupant agrees to test the detectors within 5 days of move-in and again at least once a week. If the detector is battery powered, Occupant agrees to replace the battery as needed. If, after replacing the battery, the smoke detector does not work, Occupant agrees to inform the Management immediately of any malfunction.

46. LEAD BASED PAINT.

The Property was built after January 1, 1978 and does not require lead based addendum.

The Property was built prior to 1978 and Occupant is hereby notified that such Property may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. A disclosure addendum has been incorporated into the lease.

47. TELEPHONE NUMBERS AND EMPLOYMENT. Occupant agrees to furnish to Management any change in employment and employment telephone numbers within one week of such change.

48. SECURITY. Occupant acknowledges that Management is not promising security of any kind. Occupant further acknowledges that Management does not warrant or guarantee the safety or security of any Occupant, invitee, guests or possessions. Occupant acknowledges that Management does not warrant or guarantee effectiveness of operability of security devices or measures.

49. JOINT AND SEVERAL LIABILITIES. Each Occupant shall be responsible for the entire Rent and any other charges and for performance of all terms and conditions set forth herein. Occupants with roommates agree to pay the monthly rent in the form of ONE check for the total amount of the rent each month.

50. MULTIPLE OCCUPANTS. Each Occupant (and each Occupant's share of the security deposit) is jointly and severally liable for all lease obligations. Violation of the Agreement or rules by any Occupant or guest shall be considered a violation by all Occupants. In eviction cases, or for any other purposes of providing notice, anyone of the multiple Occupants shall be considered the agent of all other Occupants in the Property for the purpose of providing notices and service of judicial process.

51. SEVERABILITY. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provisions as may be possible and be legal, valid and enforceable.

52. COPIES. One digital copy of this Agreement will be provided free of charge via email within 3 days of Occupant taking possession of the Property. Additional printed copies can be provided by Management for a \$5 fee to be paid upon receipt of obtaining said copy.

53. FULL DISCLOSURE. The Occupants signing this Lease Agreement hereby state that all questions about this Agreement have been answered, that they fully read and understand 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.

54. OTHER TERMS. _____

The following occupant's initials acknowledge receipt and review of this page: _____

Accepted this 1st day of July, 2017 _____.

Occupant's Signature

Occupant's Signature

Agent for Owner, Cohesion Properties LLC



COHESION
PROPERTIES

The following occupant's initials acknowledge receipt and review of this page: _____



LEAD BASED PAINT DISCLOSURE ADDENDUM

Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards

Occupants: Jane Doe

Property: 205 Somestreet, Caldwell, ID 83605

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Management must disclose the presence of known lead based paint and/or lead based paint hazards in the dwelling. Occupants must also receive a federally approved pamphlet on lead poisoning prevention.

Management's Disclosure (Management to initial the applicable lines)

_____ Management has no knowledge of lead based paint and/or lead based paint hazards in the Property.

_____ Management has knowledge that lead based paint and/or lead based paint hazards are present in the Property.

Explain: _____

Records and Reports Available (Management to initial applicable lines)

_____ Management has no reports or records pertaining to lead based paint and/or lead based paint hazards in the Property.

_____ Management has reports or records indicating the presence of some lead based paint and/or lead based paint hazards in the Property and has provided the Occupant with access to such records and reports that are available to the Management.

Occupant's Acknowledgement (Occupant to initial the applicable lines)

_____ Occupant has received copies of all available records and reports pertaining to lead based paint and/or lead based paint hazards in the Property.

Accepted this 1st day of July, 2017.

Occupant's Signature _____

Occupant's Signature _____

Agent for Owner, Cohesion Properties LLC _____

The following occupant's initials acknowledge receipt and review of this page: _____