

RENTAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON THE _____ DAY OF _____, 20____
BETWEEN _____: THE *OCCUPANT*, AND BILL BUSWELL:
THE *OWNER*. THE OCCUPANT AGREES TO RENT THE PREMISES LOCATED AT
_____, APARTMENT # _____, MOSCOW, ID.
IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS:

1. PERIOD OF LEASE

The period of this lease is from _____ to _____. Should the occupant be permitted to continue in possession of the premises after the termination of this agreement, occupant shall hold over on a month-to-month basis continuously under the rents, terms and conditions of this agreement. If occupant holds over, A MINIMUM OF 30 DAYS NOTICE OF TERMINATION SHALL BE GIVEN TO OWNER IN WRITING BY OCCUPANT. Failure to give 30 day written notice will be subject to penalty.

2. PAYMENTS AND PENALTIES

The occupant agrees to pay as rental for the premises, the sum of \$ _____ per month, payable on the first day of each month. The first and last month's rent is paid in advance. The occupant understands and agrees that failure to pay rent by the fifth day of the month will result in a fine of \$25, with an additional \$5/day for each late day and/or a 5% (five percent) increase in rent. Failure to pay by the seventh day of the month may be cause for eviction at the owner's discretion. Failure to give 30 day written notice of termination may result in a fine equal to an additional month's rent. Fines may be reduced or waived by the owner at discretion.

3. DEPOSITS

A damage/cleaning deposit of \$ _____ has been paid to the owner and is hereby acknowledged. This deposit, or a portion thereof, will be refunded at the termination of occupancy, only after the occupant has complied with the terms of this agreement and has cleaned the premises and removed all personal property and no damage is apparent other than normal wear and tear (See check-out procedures for cleaning requirements). All keys must be returned prior to release of deposit. The cost of cleaning the carpets will be deducted from the deposit by the owner, at the end of occupancy. (For pet deposit, see PETS below).

4. PETS

NO PETS ARE PERMITTED WITHOUT APPROVAL OF THE OWNER. The owner reserves the right to have the pet(s) removed from the premises and/or initiate eviction proceedings if said pet(s) becomes a nuisance to other occupants or causes physical damage to the premises. A minimum pet deposit of \$250/pet is required if a pet is permitted. A larger pet deposit may be required at the owner's discretion.

5. MAINTENANCE OF PREMISES

Occupant will notify owner within three days of occurrence if any plumbing, electrical, window, door/lock, or other fixture breaks or requires repair. Occupant agrees to keep premises in a clean and orderly condition at all times, repairing or replacing damaged items, and will be liable for all goods and services contracted for without the owner's consent. Any cleaning or repairs required by the owner at lease termination will be charged out at a minimum of \$15/hour (see check-out procedures for a detailed discussion of tenant responsibilities).

6. UTILITIES

Owner furnishes water, sewer, and garbage services unless otherwise stated. Occupant agrees to pay for electricity used by opening an account with Avista Utilities within two business days from start of lease period. Occupant agrees to fill out the Avista account application provided by owner and record the electric meter reading at the beginning and termination of the lease. Owner will forward completed application to Avista and provide a copy to occupant upon request.

In the building where the owner furnishes heat and/or hot water, it is agreed by and between the parties that should Avista increase owner's cost of fuel, then the occupant's rent may be increased in proportion to the supplier's increase. This increase, if effective, will be prorated among all occupants of the building.

7. ACCESS BY OWNER

Occupant will permit the owner or his agents free access at all reasonable times to premises for the purpose of effecting repairs or inspection. Owner will make every reasonable effort to advise occupant of the need for access at least one day in advance of desired access, except for emergency repairs, fire, or evidence of water leakage.

8. ASSIGNMENT OR SUBLET

Occupant will not sell or assign this agreement, or sublet these premises without first obtaining written permission of the owner. Occupant agrees that the premises shall not be occupied by more than person(s) listed on this agreement. If additional or different

persons occupy, notice must be given to the owner. Occupancy by additional persons may be cause for revision of this agreement in whole or in part.

9. WAIVER OF CLAIMS

Occupants, or occupant's invites or agents shall make no claim, and expressly waive any and all claims against the owner, for or on account of any personal injury sustained, or any loss or damage caused by fire, water, deluge, overflow, or explosion howsoever arising or caused on said premises, walkways, or approaches thereto, or any loss of articles by theft or any cause.

10. PARKING OF VEHICLES

Occupant agrees with owner that there is only one parking space for each apartment and the occupant will not use more than one space on a continuing basis unless noted in this agreement. If occupant is assigned a garage space, it is agreed that the door thereto will remain in a closed position unless egress is required. Garages will be secured and kept clean.

11. PROPERTY OUTSIDE APARTMENTS AND STORAGE

No property will be stored or placed outside of apartments without the express approval of the owner. Walkways and balconies will be kept clear of personal property. Nothing will be placed on stairs or in public areas of buildings. If occupant is assigned a storage cubicle, it is agreed that it will be tagged or identification with owner's apartment number and further will be secured by a padlock or other locking device at all times.

12. PAINTING INTERIORS AND HANGING OBJECTS

Occupants will not paint or alter the interior or their apartments without the express written consent of the owner. Only small nail hangers (20 lb. maximum) will be driven into plaster walls. Adhesive tape or adhesive-backed objects will NOT be affixed to any surface whatsoever. The owner's permission must be obtained prior to hanging any object from ceilings or metal ceiling cross members.

13. ILLEGAL USE OF PREMISES

Occupant agrees not to use these premises for any illegal purposes or permit others to do the same. Occupant will refrain from causing loud or unusual sounds or noises that will interfere with the quiet enjoyment of others. It is also agreed and understood that the premises are smoke-free. Smoking of any kind is prohibited in the apartment and violation of this agreement will be cause for termination of the lease and occupancy.

14. ANY MISREPRESENTATION IN THIS AGREEMENT OR VIOLATION OF ITS PROVISIONS SHALL BE SUFFICIENT FOR EVICTION.

I ACCEPT THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT.

NAME OF OCCUPANT(S): _____

_____ **(PRINT)**

SIGNATURE OF OCCUPANT(S): _____

OCCUPANT'S VEHICLE MAKE/MODEL AND LICENSE NUMBER: _____
