

# Gem State Property Management Lease Agreement

This Lease Agreement (“Lease”) is entered by and between **Gem State Property Management** (“Landlord”) and \_ (“Tenants”) on mmm dd, yyyy. Landlord and Tenant may collectively be referred to as the “Parties.” This Lease creates joint and several liability in the case of multiple Tenants.

## WITNESSETH:

That in consideration of the mutual agreements herein contained, Landlord (Owner’s Agent) and Tenant hereby agree and covenant to and with each other as follows:

### 1. Leased Premises; Term of Lease; etc.

- 1.1. Leased Premises.** Landlord leases to Tenant, and Tenant rents from Landlord, the premises located at \_\_\_\_\_ (the “Premises”) [complete address of Premises] to Tenant.
- 1.2. Original Term.** This Lease shall commence on \_\_\_\_\_ [start date] and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire on \_\_\_\_\_ [end date] (the “Lease Term”). The end date must be on the last day of the month.
- 1.3. Renewal Term.** Tenant shall have the right, exercisable as hereinafter provided to extend the term of this Lease for one successive period of \_\_\_\_\_ (the “Renewal Term”) upon the same covenants, terms and conditions as those provided in the Lease for the Lease Term. If Tenant desires to preserve the right to extend the Lease Term for a Renewal Term, Tenant shall give Landlord a notice no later than 30 days before the end of the Lease Term.
- 1.4. Use of Premises.** Tenant shall use the Premises as a residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade, unless Tenant has received the prior written consent of the Landlord and Owner. Tenant shall comply with all laws, rules, ordinances, statutes and orders regarding the use of the Premises.
- 1.5. Inspection of Premises.** Tenant or Tenant’s agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If, in Tenant’s opinion, the condition of the Premises has changed at any time during the Lease Term, Tenant shall promptly provide reasonable notice to Landlord.

Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

**1.6. Occupants of Premises.** Tenant agrees that no more than \_\_\_ persons may reside on the Premises, unless Tenant has received the prior written consent of the Landlord and Owner.

**2. Amounts Received from Tenant.** Upon execution of this Agreement, Tenant shall pay Landlord the sum set forth below to be applied as indicated below. See also Sections 3 – 4 for detailed descriptions.

• <b>Rent for First Month and/or Prorated Period</b>	<b>\$</b> _____ <b>.00</b>
• <b>Administration Fee</b>	<b>\$</b> _____ <b>.00</b>
• <b>Refundable Security Deposit</b>	<b>\$</b> _____ <b>.00</b>
• <b>Total Due at signing</b>	<b>\$</b> _____ <b>.00</b>

**3. Rent Payments; Late Fees.**

**3.1. Rent.** Tenant shall pay to Landlord during the Lease Term as rent for the Premises the amount of \$ \_\_\_\_\_ (“Rent”) each month in advance on the first day of each month.

Residential Lease Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

If the Lease Term does not start on the first day of the month but is before the 10<sup>th</sup> day of the month, the Rent for the first month shall be prorated accordingly, and all rents for future months shall begin on the First Day of the month. If the start date is on or after the 10<sup>th</sup> day of month, the Rent collected at beginning of lease must cover from the start date to the end of the following month.

**3.2. Administration Fee.** Tenant agrees to pay an administration fee of \$ \_\_\_\_\_ for setup of Tenant’s account.

**3.3. Manner of Payment.** The Rent, and all other sums payable by Tenant to Landlord under this Lease, shall be payable in lawful money of the United States of America and shall be paid to Landlord and Landlord’s address, at **Gem State Property Management POP BOX 801 Meridian Id. 83680** [address for rent payment], or at any other address designated by Landlord.

**3.3.1. Order of application of funds received from Tenant.** All funds received by Landlord shall be applied in the following order:

1. Unpaid Fees
2. Unpaid Repair or Maintenance Costs owed by Tenant
3. Outstanding Rent

Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

**3.4. Late Fees.** If any amounts due under the Lease are more than 4 days late, Tenant agrees to pay a late fee of \$\_\_\_\_\_

**3.5. Insufficient Funds.** Tenant agrees to pay the charge of **\$30.00** for each check provided by Tenant to Landlord that is returned to Landlord for lack of sufficient funds. Note that any appropriate Late Fees shall apply in addition to the Insufficient Funds fee.

#### **4. Security Deposit.**

**4.1. Security Deposit.** On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of \$\_\_\_\_\_ (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord and Owner for any damage as they incur as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law.

**4.2. Return of Deposit.** Unless the Tenant signs a new lease, if the Tenant has fully and faithfully complied with all of the terms, provisions, covenants and conditions of this Lease, and after costs for all cleaning, maintenance, and repairs have been deducted, the unused amount of Deposit shall be returned to Tenant within thirty (30) days after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord. If the amount of deposit does not cover all costs for cleaning, maintenance, repairs, and if Landlord so chooses, any unpaid rent, the tenant remains responsible for all unpaid costs and shall be billed within thirty (30) days after the end of lease and is responsible for any costs that exceed the deposit.

#### **5. Neighborhood Association HOA Covenants, Conditions, and Rules.**

**5.1. Neighborhood Association** – Tenant agrees to comply with all terms and conditions of **Valley Property Management Association's** CC&Rs that are within the control of the Tenant to comply. Any violation of these CC&Rs by the Tenant is also considered a violation of the terms of this lease. Tenant indicates by initialing here \_\_\_\_\_ the receipt of a copy of these HOA CC&Rs via hard copy or email: \_\_\_\_\_

#### **6. Default.**

Initials: Landlord_____ Tenant_____
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- 6.1.** If the Tenant shall fail to pay rent, or if any information provided by Tenant in connection with Tenant's application to rent the Premises is determined by Owner's Agent to be false or are misleading, the same shall constitute an event of material default and breach. Upon the occurrence of an event or default, Owner's Agent shall have the right to give three (3) days written notice of such default in the manner required by law, Idaho Code Section 6-301, et seq., after which, Owner's Agent may, at Owner's Agent's option, terminate all rights hereunder or proceed with an eviction action, unless Tenant within said time, shall cure such default and said time. Owner and Owner's Agent shall have the right of re-entry upon termination of the lease, after giving three (3) days written notice of the termination of the lease and the exercise of the right of re-entry as required by law, Idaho Code Section 55-210.
- 6.2. Event of Default.** If Tenant defaults, other than rent, in fulfilling any of the covenants of this Lease or the HOA Covenants, Tenant shall be in default of this Lease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Landlord serving a written seven (7) day notice upon Tenant specifying the nature of said default and upon the expiration of said seven (7) days, if Tenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, Landlord may at Landlord's option: (i) cure such default and add the cost of such cure to Tenant's financial obligations under the Lease; or (ii) declare Tenant in default and terminate the Lease.
- 6.3. Physical Remedies.** If the notice provided for in Section 6.1 has been given, and the term shall expire as noted, or if Tenant shall make default in the payment of Rent, then Landlord may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Tenant by summary proceedings or otherwise, and retake possession of the Premises. Tenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.
- 6.4. Financial Remedies.** In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Landlord may incur for legal expenses, attorneys' fees, brokerage, and/or putting the Premises in good order; (ii) Landlord may re-let the Premises or any part or parts thereof; and/or (iii) Tenant shall also pay Landlord liquidated damages for his failure to observe and perform the covenants in this Lease. Landlord may, at his sole option, hold Tenant liable for any difference between the Rent payable under this Lease during the balance of the Lease Term, and any rent paid by a successive Tenant if the Premises are re-let. In the event that after default by Tenant, Landlord is unable to re-let the Premises during any remaining term

Initials: Landlord _____ Tenant _____
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of this Lease, Landlord may at his option hold Tenant liable for the balance of the unpaid Rent under the Lease for the remainder of the Lease Term.

**7. Quiet Enjoyment.**

**7.1. Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying Rent, and observing and performing all of the terms, covenants and conditions on Tenant’s part to be observed and performed under this Lease, Tenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Lease.

**8. Assignment and Subletting.**

**8.1. Assignment.** Tenant expressly covenants that it shall not assign or sublease any interest in this Lease without prior written consent of the Landlord and Owner. Any assignment or sublease without Landlord’s and Owner’s written prior consent shall, at Landlord’s option, terminate this Lease. No assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions of this Lease, the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant in this Lease. All adult tenants, assignees, and sub-lessees, must meet the same qualifications and approvals as the original lessee(s).

**9. The Premises: Possession; Treatment; etc.**

**9.1. Possession and Surrender.** Tenant shall be entitled to possession of the Premises on the first day of the Lease Term, and Tenant shall not be obliged to accept possession of the Premises prior to the first day of the Lease Term. At the expiration of the Lease Term, Tenant shall peaceably surrender the Premises to Landlord or Landlord’s agent in good condition, as it was at the commencement of the Lease, subject to ordinary wear and tear.

**9.2. Utilities and Services.** Tenant shall be responsible for all utilities and services required on the Premises, except that Landlord shall provide the following:

\_\_\_\_\_ NONE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ [list Utilities and Services paid by Landlord or “none”].

Tenant must transfer utilities into their name within 1 business day of Lease Start Date.

**9.3. Pets.** Tenant is not permitted to keep any Pets on the Premises without the prior written consent of Landlord and Owner.

Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

- 9.4. Dangerous Materials.** Tenant shall not keep or have on or around the Premises any item of a dangerous, flammable or explosive nature that might unreasonably increase the risk of fire or explosion on or around the Premises or that might be considered hazardous by any responsible insurance company.
- 9.5. Alterations and Improvements.** Tenant agrees not to make any improvements or alterations to the Premises without the prior written consent of Landlord and Owner. If any alterations, improvements – including alarm systems – or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of Owner and shall remain at the expiration of the Lease, unless otherwise agreed in writing. Tenant is responsible for all costs to remove any alterations, improvements, or changes made by the Tenant, as necessary to return the property to the condition prior to Tenant's Occupancy.
- 9.6. Alarm Systems –** Approval of any alarm systems must be received from Landlord and Owner prior to installation. Tenant agrees to provide Landlord and Owner instructions on how to disarm and the code for such alarm in case of emergency entry. Tenant is financially responsible for all installation and material costs and any 3<sup>rd</sup> Party Monitoring costs. Ownership of any such alarm system shall remain property of the Owner at termination of lease.
- 9.7. Maintenance and Repair.** Tenant shall not make any repairs or maintenance to Premises other than normal and usual cleaning of premises inside and out and lawn and garden care, as necessary to keep and maintain the Premises in good, clean and sanitary condition during the term of this Lease and any renewal thereof. Tenant shall be responsible for all costs incurred by the Landlord or Owner to make all repairs to the Premises and fixtures that may have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agent or visitor. Tenant agrees that no painting shall be done on or about the Premises without the prior written consent of Landlord and Owner. Tenant shall promptly notify Landlord within 48 hours of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment. Landlord shall use his best efforts to repair or replace any such damaged or defective area, appliance or equipment.
- 9.8. Damage to Premises caused by Tenant.** Tenant must notify the Landlord within 48 hours of any damage caused by the Tenants, Tenants' family, or guests. Tenant shall be financially responsible for the costs of all repairs of any damage describe above. Tenant agrees to not make any repairs. The Landlord shall make arrangements for repair of damage described above.

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**9.9. Major Damage** - In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, this Lease shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The Rent provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying Rent up to such date and Landlord refunding Rent collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord and Owner shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord or Owner exercises its right to repair such uninhabitable portion, the Rent shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full Rent shall recommence and the Lease continue according to its terms.

## **10. Inspection.**

**10.1. Inspection of Premises.** Landlord and Owner and Landlord's agents shall have the right at all reasonable times during the term of this Lease, at the end of the term, and prior to any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Tenant agrees to make the Premises available to Landlord, Owner, or Landlord's agents to inspect, to make repairs or improvements, to supply agreed services, to show the Premises to prospective buyers or tenants, or to address an emergency. Except in an emergency situation, Landlord and Owner shall give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour notice shall be deemed reasonable. Tenant shall not, without Landlord's prior written consent, add, alter or rekey any locks to the Premises. If rekeying is approved, Tenant shall provide Landlord with two (2) keys capable of unlocking all such locks and permitting entry.

## **11. Abandonment.**

**11.1. Abandonment.** If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord or Owner may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord and Owner's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least 15 consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option

Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord and Owner shall deem proper and Tenant agrees to relieve Landlord and Owner of all liability for doing so.

## **12. Extended Absences.**

**12.1. Extended Absences.** In the event Tenant shall be away from the Premises for more than **15** consecutive days, Tenant agrees to notify Landlord in writing of such absence. During such absence, Landlord and Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damages and needed repairs.

## **13. Security System.**

**13.1. Security System.** Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security. Installation of an alarm is considered an Alteration or Improvement and thus is subject to all terms in Section 9.5 – Alterations and Improvements.

## **14. Insurance.**

**14.1. Insurance.** Landlord and Owner and Tenant shall each be responsible for maintaining appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant understands that neither Landlord nor Owner shall provide any insurance coverage for Tenant's property. Tenant agrees that Landlord and Owner shall not be responsible for any loss of Tenant's property, whether by theft, fire, riots, strikes, acts of God or otherwise. Landlord encourages Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss.

## **15. No Other Representations, Construction; Governing Law; Consents.**

**15.1. No Other Representations.** Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that they are expressly set forth in this Lease. It is understood and agreed that all understandings and

Initials: Landlord _____ Tenant _____
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agreements heretofore had between the parties are merged into this Lease, which alone fully and completely expresses their agreements.

**15.2. Construction and Severability.** If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**15.3. Governing Law.** This Lease shall be governed in all respects by, and construed in accordance, with the laws of the State of **Idaho**.

## **16. Parties Bound.**

**16.1. Binding Effect.** The covenants and conditions contained in the Lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**16.2. Exception.** The obligations of Landlord under this Lease shall not be binding upon Landlord named herein with respect to any period subsequent to the transfer of his or the Owner's interest in the Premises thereof, and in event of such transfer said obligations shall thereafter be binding upon each transferee of the interest of Landlord and Owner.

## **17. Miscellaneous.**

**17.1. Entire Agreement.** This Lease contains all of the understandings relating to the leasing of the Premises and the Landlord's obligations in connection therewith and neither the Landlord, Owner, nor any agent or representative of the Landlord has made or is making, and the Tenant in executing and delivering this Lease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Lease. All understandings and agreements, if any, heretofore had between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. This Lease may be modified in writing and must be signed by both Landlord and Tenant.

**17.2. No Waiver.** The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Lease or to exercise any election in this Lease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party

Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by the Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach.

- 17.3. Cumulative Rights.** Landlord's, Owner's, and Tenant's rights under this Lease are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
- 17.4. Notice.** Any notice required or otherwise given pursuant to this Lease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the Premises and if to Landlord, at the address for payment of Rent. Landlord may change such addresses from time to time by providing notice as set forth above.
- 17.5. Headings.** The headings of the sections of this Lease are for convenience only and are not to be considered in construing said sections.
- 17.6. Holdover.** Tenant agrees to provide Landlord thirty (30) days' notice if Tenant if Tenant intends to hold-over. If the Tenant holds-over in the Premises after the expiration or termination of this Lease without the consent of the Landlord, the Tenant shall pay as hold-over rental a monthly rental rate of **120% of the contracted monthly rental rate**, unless otherwise agreed by the parties in writing; provided, however, that nothing in the foregoing provisions of this Section 17.6 shall be construed to limit or preclude any other rights or remedies available to the Landlord at law or in equity by reason of such holding-over by the Tenant, including, without limitation, the recovery by the Landlord against the Tenant of any sums or damages, to which in addition to the damages specified above, the Landlord may lawfully be entitled. A month-to-month tenancy shall be created by the payment of this hold-over rental, subject to the same terms and conditions of this Lease, and shall be terminable on thirty (30) day notice by either party, or on longer notice, if required by law.
- 17.7. Indemnification.** To the extent permitted by law, Tenant shall indemnify and hold Landlord, Owner, and Landlord's and Owner's property, including the Premises, free and harmless from any and all liability for loss, claims, injury to or death of any person, including Tenant, or for damage to property arising from Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, including Tenant, in or about the Premises with Tenant's express or implied consent, except in the case of any act of misfeasance or nonfeasance by the Landlord or Owner .
- 17.8. Legal Fees.** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable attorneys' fees and costs in addition, to all other awarded relief.

Initials: Landlord_____ Tenant_____
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**17.9. Keys.** Tenant shall be given (2) key(s) to the Premises, entrance doors, (1) garage door opener and 0 mailbox key(s). Tenant shall be charged \$25.00 per key, if all keys are not returned to Landlord following termination of the Lease. If all garage door openers are not returned to Landlord, Tenant shall be charged \$50 for each garage door opener not returned.

**17.10. Display of Signs.** Landlord or Landlord’s agent may display “For Sale,” “For Rent,” “Vacancy” or similar signs on or about the Premises, and may enter the Premises for the purpose of showing the property to prospective tenants during the last sixty (60) days of this Lease. Tenant agrees that no signs shall be placed on the Premises without the prior written consent of Landlord.

**17.11. Parking.** Tenant shall be entitled to use \_N/A\_ parking space(s) for the parking of motor vehicle(s).

**17.12. Liquid-Filled Furniture.** Tenant shall not use or have any liquid-filled furniture, including but not limited to waterbeds, on the Premises, without the prior written consent of Landlord and Owner.

**18. ADDITIONAL TERMS & CONDITIONS.** [Specify “none” if there are no additional provisions]

None -

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Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the day and year first above written.

LANDLORD:

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[Print Name]

TENANT:

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[Print Name]

Initials: Landlord \_\_\_\_\_ Tenant \_\_\_\_\_