

Appletree Apartments

APARTMENT LEASE AGREEMENT AND DEPOSIT RECEIPT

Manager: Sydney and Kord Abplanalp (208) 356-6411

TENANT(S): _____ Lease Ending Date _____, _____ 20____
 Tenant Initials _____

<u>OCCUPANCY</u>	<u>AMOUNT RECEIVED</u>	<u>BALANCE OWING PRIOR TO</u>
First Months Lease for the month of _____	\$ _____	\$ _____
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 last day of the month of April, August or December only and must be signed by both parties by 60 days prior to the ending date above. A stay of less than one semester will cause forfeiture of the deposit.
- 2. LEASE RATE: \$635.00 per month;** payable in advance, upon the first day of each calendar month to Owner or his authorized agent, through the RentPayment payment system, or at such other places as may be designated by Owner from time to time. In the event lease is not paid within two (2) 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 has signed and agreed to all of the terms in the attached "Rules & Regulations – House Rules" addendum.
- 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. Tenant must receive written consent from owner at least 60 days prior to the end of their lease term if Tenant desires to assign this contract. There will be a \$50 charge for selling, trading, or any other types of contract changes if approved by Owner. Tenant shall still be responsible for cleaning the apartment and the Security Deposit shall be returned to the Tenant as per the terms in Section 19 below.
- 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.
- 12. PARKING:** Only One (1) parking space is made available for each apartment by assignment. Additional parking may be available in Visitor Parking, but cannot be guaranteed.
- 13. DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them untenable, 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 one semester will cause forfeiture of the entire security deposit. Tenant shall also forfeit the entire deposit after signing this lease agreement, even if tenant does not move into the property.

19. DEPOSIT REFUNDS: The balance of all deposits shall be refunded within eight 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 billed accordingly. 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.

ENTIRE AGREEMENT: The foregoing Constitutes the entire agreement between the parties, except for House Rules, and may be 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 (or Owner's Agent): _____ DATED: _____

ADDITIONAL TERMS AND CONDITIONS:

Tenant's email address for RentPayment activation _____ (please do not use a BYU-I email)

TENANT TO DO LIST:

- 1) Please **read your lease agreement** and **house rules** (attached) so that you understand the rules and procedures to be followed.
- 2) **Pay rent or any remaining rent** for the current month and any other miscellaneous charges. Pay deposit if it has not already been taken care of.
- 3) **Your address** is: 347 S 4th W #____
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) Intermountain Gas, 12 N Center, 1-800-548-3679
 - b) Rocky Mountain Power, 1-877-508-5088
 - c) Utah Power & Light, 12 N Center, 1-888-221-7070
- 5) **After you move in:** Fill out your move-in checklist and utility sheet. Return these with your signed and dated House Rules document within 24 hours.
- 6) Your rent payments are made through an automated system called RentPayment. Once we receive your utility sheet, we will send you an email with the sign up instructions for RentPayment. Please look for this email and sign up for RentPayment immediately upon receiving the sign up instructions.
- 7) If you find anything wrong in the apartment, please call me as soon as possible.

TENANT'S PERSONAL AND CREDIT INFORMATION

(In the event of co-tenants, other than spouses, use separate sheet for each tenant.)

Name	Date of Birth	Social Security No.		
Name of Co-Tenant	Date of Birth	Social Security No.		
Phone 1- Phone 2-	Email 1 -	Email 2 -		
Present Address – City/State/Zip				
Present Landlord Name, Phone # & Email				
Previous Address – City/State/Zip				
Previous Landlord Name, Phone # & Email				
Car Year	Make	Model	Color	License No.

OCCUPATION INFORMATION

	PRESENT OCCUPATION	PRIOR OCCUPATION	CO-TENANTS OCCUPATION
Occupation			
Employer			
Self-employed, d.b.a.			
Business Address			
Business Phone			
Type of Business			
Position held			
Name and Title of Superior			
How long			
Monthly Gross Income			

REFERENCES

PERSONAL REFERENCE NAME _____

ADDRESS _____ PHONE _____

CITY, STATE ZIP _____

LENGTH OF ACQUAINTANCE _____ OCCUPATION _____

NEAREST RELATIVE _____

ADDRESS _____ PHONE _____

CITY, STATE ZIP _____

RELATIONSHIP _____

OTHER RELATIVE _____

ADDRESS _____ PHONE _____

CITY, STATE ZIP _____

RELATIONSHIP _____

Have you ever filed a petition of bankruptcy? _____

Have you ever been evicted from any tenancy? _____

Have you ever willfully and Intentionally refused to pay any rent or lease payments when due? _____

I DECLARE THAT THE FOREGOING IS TRUE AND CORRECT AND AUTHORIZE ITS VERIFICATION.

I agree that the Landlord may terminate any agreement entered into in reliance on any misstatement made above.

TENANT _____ DATED: _____

CO-TENANT _____ DATED: _____