

STUDENT-LANDLORD RENTAL AGREEMENT

ACADEMIC SCHOOL YEAR:

HOUSING CONTRACT TERM:

THIS STUDENT-LANDLORD RENTAL AGREEMENT ("Agreement") is made this \_\_\_ day of \_\_\_, \_\_\_, by and between EZ-Living, LLC, P.O. Box 4305, Pocatello, Idaho 83205 ("Landlord") and the INDIVIDUAL identified below ("Student").

STUDENT INFORMATION All information is required.

Name \_\_\_ m/f \_\_\_ Birth Date \_\_\_ Age \_\_\_
Present Address \_\_\_ City \_\_\_ state \_\_\_ Zip \_\_\_
Permanent Address \_\_\_ City \_\_\_ state \_\_\_ Zip \_\_\_
Permanent Phone Number \_\_\_ Cell Number \_\_\_
Personal Reference \_\_\_ Phone \_\_\_ Referred by \_\_\_
Have you been evicted? \_\_\_ Do you have any delinquent accounts? \_\_\_

THE PARTIES AGREE AS FOLLOWS:

1. CERTIFICATION OF STUDENT STATUS: Student certifies that he or she is a student at Idaho State University or its School of Applied Technology ("ISU"), For purposes of this Agreement, "student" means being enrolled on a full or part-time basis in evening or daytime classes at ISU, having been enrolled in such capacity at ISU within the last academic year, or eligible and making application for enrollment at ISU within the next academic year.

2. PREMISES LEASED: Landlord leases to Student an apartment on a per person, per room or shared room basis at the premises located at \_\_\_ Pocatello, Idaho. Student is entitled to shared use of all commons areas, e.g., bathrooms, kitchen, living room, and Landlord furnished personal property.

3. ROOM ASSIGNMENT AND TRANSFER: Landlord shall assign Student to an apartment and a room. The Landlord may lease all vacant rooms or spaces in the apartment and/or provide replacement students, if the new students are not accepted by the students living in the apartment, and the Landlord is unable to provide another acceptable apartment, the Landlord can request the students not accepting the new or replacement student to either vacate to another apartment on the premises or pay the rental charge for each student they did not accept.

Landlord is not responsible for disagreements or problems which arise between students/roommates. Student agrees to indemnify and hold Landlord harmless from and against any and all claims for damages suffered by Student's roommates due to the acts or omissions of Student, including claims for personal injuries or damages for monetary or property loss.

Landlord retains the right to transfer Student to another room and apartment on a permanent or temporary basis at any time during the term of this Agreement in order to resolve or address damage, general repairs, maintenance, remodeling or roommate issues. Student may not move to another apartment and room on the premises without the written permission of Landlord.

4. TERM, HOLDOVER AND DELAY IN POSSESSION: Occupancy shall begin on the \_\_\_ day of \_\_\_, and:

[ ] A. shall terminate on the \_\_\_ day of \_\_\_, 20\_\_.

[ ] B. shall continue for a minimum term of \_\_\_ months and shall terminate at the end of said term,

If the Student remains in possession of the premises after expiration of the initial term and is not otherwise in violation of the terms and conditions of this Agreement, the tenancy shall continue from month to month unless terminated by written notice from either party to the other party. Such notice shall terminate this Agreement at the end of any calendar month if given at least 15 days prior to the end of such month. The rental month shall begin on the 1st day of each calendar month. If either party fails to give the other 15 days' written notification of termination before the end of any current rental month, this Agreement shall continue through the next rental month. During such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term or as provided in paragraph 5, and the provisions of this Agreement, as it then exists, shall be applicable.

If the Landlord is unable to deliver possession of the premises at the beginning of term of this Agreement, Student shall not be liable for any rent during such period Landlord is unable to deliver possession.

5. RENT AND LATE PAYMENTS: Student shall pay Landlord rent in the amount of (a) \$ \_\_\_ per month or (b) the total contract amount for the entire lease term of \$ \_\_\_ for the use and occupancy of the premises. If paid monthly, the rent shall be payable in advance on the 1st day of each month and partial months occupancies shall be charged a full months rent. Rent shall be paid to the Landlord or Landlord's authorized agent. If paid for the full term, the contract amount shall be paid prior to occupancy. Rent shall be paid in the form of a check or money order. A \$25.00 late fee is due after the 5th, and then \$5.00 per day for each day thereafter. A fee of \$25.00 will be assessed on all returned checks.

6. SECURITY DEPOSIT: Prior to occupancy Student shall lay Landlord a security deposit of \$ \_\_\_. The security deposit shall be returned to Student within 30 days after the premises have been vacated provided that: (a) all rent and late charges have been paid in full; (b) the premises have been returned to Landlord in the condition required in paragraph 7; (c) all keys and parking tags have been returned to Landlord; and (d) Student is not in violation of any other term or condition of this Agreement. Lessor shall itemize and explain all charges or deductions from the security deposit or deductions.

Deposits due for return will be held at Landlord's office unless prior written arrangements have been made for return of the deposit. Under no circumstances shall student apply the security deposit as payment for the last month's rent. Any deposit may be applied toward damages if deemed necessary by Landlord. Forfeiture of the deposit does not prohibit the Landlord from seeking further damages if any of the provisions or covenants in this Agreement are not kept by Student. A \$45.00 deep cleaning fee will be assessed and deducted from the security deposit.

7. CONDITION AND USE OF THE PREMISES: Student accepts the premises as being in a clean and neat condition and in good order and repair. The premises is leased as a furnished apartment containing the following items of furniture and appliances that are commonly used by all students: range, refrigerator, microwave, dining table and chairs, TV/VCR, couch. No furnishings or other household items are furnished or leased with the premises other than those listed herein. By the execution of this Agreement, Student accepts the premises and all items listed above as being in a good, serviceable condition. Student will be responsible for all breakage or other damage to the premises or to the listed items of furniture and appliances.

Upon the expiration of the original term of this Agreement, or any renewal or extension thereof, Student must return possession of the premises and all furniture and appliances back to Landlord in a clean and neat condition, reasonable wear and tear excepted. The premises will usually be considered to be in such condition if the following general requirements are met: (a) oven, range and microwave have been cleaned; (b) refrigerator has been cleaned and Student's contents removed; (c) the carpets have been vacuumed; (d) toilet bowls, tubs, sinks, windows, cabinets, drawers, closets and shelves, have been cleaned; (e) floors mopped and cleaned; (f) draperies and/or blinds cleaned; and (g) all garbage and Lessee's personal property removed. Student agrees to pay all reasonable cleaning costs incurred by Landlord if the premises is not returned in a clean and neat condition and pay all reasonable costs to repair damage or perform maintenance to the premises which was Student's responsibility.

8. RISK OF LOSS: Landlord has no responsibility or liability for Student's personal property or other contents due to the acts of Student, other persons or roommates, theft, fire or other catastrophes. Losses sustained by Student will not be covered by Landlord's insurance. Student is solely responsible to procure and maintain tenant's or renter's insurance.

9. ANIMALS AND SMOKING: Student shall keep no domestic or other animals in or about the apartment or on the apartment house premises without Landlord's prior, written consent. Student agrees that no smoking will be tolerated in the apartment or on the apartment house premises.

10. OVERNIGHT GUESTS: The common area extends into and throughout the entire apartment and requires the need for common area rules to protect the privacy and personal rights of Student and Student's roommates. Accordingly, Student shall not have members of the opposite sex as overnight guests or sleep with the Student.

Violation by student will be treated as a default hereunder and Landlord immediately exercising its remedies in paragraph 18. Overnight guests of the same gender may occasionally be permitted provided Student first obtains written permission of Landlord and Student pay in advance a fee of \$20.00 per night.

11. **TAXES AND INSURANCE:** Landlord shall pay all state and local taxes assessed against the premises and shall provide casualty insurance for the premises and major appliances. Student shall not be a co-insured under Landlord's insurance policies.

12. **UTILITIES:** Landlord shall be responsible to obtain and pay for all charges for gas, electricity, light, heat, power, water, sewer, garbage, basic cable or basic dish network. Student shall be responsible for the cost of installing and maintaining his or her own private phone service for internet access or other purposes. Student agrees to use utilities economically and agrees to pay Landlord for extraordinary utility costs arising from such events as excessive heating or cooling loss caused by leaving doors or windows open, extra appliances such as computers or significant increases in utility costs.

13. **MAINTENANCE AND REPAIR:** Student shall keep the interior of the leased premises including the kitchen, bathroom, living room, bedrooms, and fixtures and the appliances and furnishings listed herein in a clean and neat condition. Student shall vacuum and/or shampoo the carpets and sweep and/or mop the floors when requested by Landlord. Student shall keep the associated stairways, sidewalks, yard, and parking area free of garbage, clutter, personal property, and non-operational vehicles.

Landlord shall maintain and repair the interior and exterior of the premises, all electrical, plumbing, heating, ventilating, cooling, or sanitary facilities and all appliances and furnishings listed herein. Repairs required through damage caused by Student shall be the responsibility of Student and paid as additional rent. Landlord shall respond in a reasonable time after any requests by Student of any maintenance or repair required hereunder.

14. **SMOKE DETECTORS:** Landlord shall verify that smoke detectors have been installed and are in good working order in the apartment and shall maintain the smoke detectors in good working order during the rental period. Student shall not tamper with the smoke detectors. If Landlord fails to install working smoke detectors, the Student may send notice to Landlord and if Landlord has not installed working smoke detectors within seventy-two (72) hours of receipt of the letter, the Student may install smoke detectors and deduct the cost from the next months rent. Smoke detectors purchased by Student and deducted from rent become the property of the Landlord and shall not be removed from the premises.

15. **RIGHT OF INSPECTING AND SHOWING APARTMENT:** Landlord, or his designated agent, shall have the right to enter the premises at reasonable times and whenever necessary to make repairs and alterations to the apartment or the apartment building, or to clean the apartment. In addition, Landlord shall have the right to show the apartment to new rental applicants at reasonable hours of the day.

16. **ALTERATIONS AND HOUSING RULES:** Student shall not make or permit to be made any alterations, additions, improvements, or changes in the premises without in each case first obtaining Landlord's written consent. A consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to or a waiver of restrictions against alterations, additions, improvements, or changes in the future. Student agrees to abide by all reasonable rules and regulations as the Landlord may from time to time establish for all students on the premises. Landlord will provide written notice of all such rules and regulations.

17. **WASTE, NUISANCE, UNLAWFUL USE AND WEAPONS:** Student agrees that he or she will not commit waste on the premises, or maintain or permit to be maintained a public or private nuisance on the premises, or use or permit the premises to be used in a dangerous or unlawful manner which will in any way violate any state or local law or regulation affecting the premises. If student fails to cease any activity prohibited herein, upon warning of Landlord or its authorized representative, student shall immediately be in default and Landlord may immediately exercise its remedies in paragraph 18.

Unless prior written consent is received from Landlord and all other students living in the apartment, student may not store, keep or maintain on the premises any firearm, explosives, dangerous weapons or items, which in the intended use, are capable of inflicting serious personal injury.

18. **DEFAULT AND RIGHT TO LIEN:** If Student is in default with any of the terms and conditions of this Agreement, or if the premises are deserted or vacated by the Student prior to the expiration of any lease term, or if the Student recklessly endangers human life (including their own), assaults, harasses, annoys, disturbs the peace of, intentionally damages, defaces or destroys the property of, or threatens physical harm against other students, Landlord may elect one, all or some of the following cumulative remedies: (a) Upon three (3) days written notice to Student, to re-enter or repossess the premises either by force, summary proceedings, surrender or otherwise, and dispossess and remove there from the Students or other occupants thereof, and their effects, without being liable to any prosecution therefore; (b) To accelerate the unpaid rentals for the remaining lease term which shall then be immediately due and payable; (c) To commence legal action and recover any rentals owing by Student any damage to the premises, together with any other damage sustained by Landlord by reason of Student's breach of any term or condition of this Agreement; (d) To forfeit any security deposit or prepaid rent and apply the same to any amounts owed by Student to Landlord; or (e) To terminate this Agreement.

If Landlord re-enters the premises in accordance with this paragraph or any other provisions authorizing forfeiture, Landlord shall use his best effort to re-rent the premises on reasonable terms and the Student agrees to pay Lessor any difference between rent agreed herein and rent collect from re-rental of the premises for the remaining term of this Agreement (plus reasonable expenses incurred), in addition to paying any other damages or charges that are Student's responsibility. In order to secure payment of all rent or other charges, Student grants Landlord a lien in all Student's personal property remaining at or in the premises after Landlord's repossession. If Student remains in default for nonpayment of the rent or other charges for 15 days after the repossession of the premises, then the personal property remaining shall be sold by following the procedures similar to those found in Idaho Code § 55-2306 or disposed of as Lessor sees fit. Student shall notify Landlord of any lien holders that have an interest in the personal property left on the premises.

19. **ASSIGNMENT OR SUBLEASE:** Student shall not assign this Agreement, or sublet the apartment, or any part of Student's interest in or to this Agreement or the apartment, without the Landlord's prior, written consent. Landlord reserves the right to assign its interest in this Agreement and any sums received under this Agreement on the sale or other transfer of the premises.

20. **DESTRUCTION OF PREMISES AND EMINENT DOMAIN:** If the premises is destroyed substantially by fire or taken by eminent domain, either party may terminate this Agreement without liability for the remainder of the term. Any condemnation award shall belong exclusively to Landlord.

21. **NOTICES:** All notices under this Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, when posted on the Student's front door of the apartment, or when delivered personally to Landlord or Student at their addresses set forth above, or to such other addresses as may be designated by written notice. Any notice of a change of address shall not be effective until actual receipt of the notice by the other party.

22. **GOVERNING LAW AND ATTORNEY FEES:** The parties agree that the law of Idaho will govern all disputes and determine all rights under this Agreement. Student shall pay and discharge all costs, expenses, and attorney fees incurred by Landlord in connection with enforcing the obligations of Student under this Agreement, including the payment of rent, the recovery of possession, or the enjoining of any act of Student contrary to the provisions of this Agreement, or enforcing the rights of Landlord in and to the premises.

23. **WAIVERS:** Waiver by Landlord of any breach of any covenant or duty of Student under this Agreement is not a waiver of a breach of any other covenant or duty of Student, or any subsequent breach of the same covenant or duty.

24. **BINDING EFFECT AND SEVERABILITY:** The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns to the parties hereto, and all covenants are to be construed as conditions of this Agreement. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected by such an occurrence, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

25. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated herein. Any modification of this Agreement or any additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

26. **TIME IS OF THE ESSENCE:** Time is of the essence of this lease, and all provisions of this Agreement relating to time shall be strictly construed.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

LANDLORD: \_\_\_\_\_

STUDENT: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_