



STANDARD RENTAL AGREEMENT OF THE IDAHO RENTAL OWNERS & MANAGERS ASSOCIATION, INC.

(This Rental Agreement is valid only if Tenant has successfully completed the application process and Owner has signed the Rental Agreement.)

Move in date: _____

THIS AGREEMENT, Made this ____ day of _____, 20____, between The Village Rexburg – Conduit ____, LLC, hereafter called "Owner", and _____ hereafter called "Tenant".

IN CONSIDERATION of the payment of the rentals and the covenants herein contained on the part of the Tenant, Owner hereby rents and demises to Tenant the following-described premises, situated in the City of Rexburg, Madison County, Idaho:

Apartment No: _____, Street Address 490 Pioneer Road, Rexburg, Idaho. Tenant acknowledges that all representations of square footage are approximate, and that rental rates are based on unit and community amenities and features as a whole, and not only on unit size.

1. **DEFINITION OF "MONTH."** A "month" for purposes of this agreement commences on the first day of a calendar month, and ends on the last day of the same calendar month, which shall be the measurement of a Month-to-Month tenancy. This tenancy, and Tenant's obligation to pay rental as hereafter provided, shall continue until terminated in the manner set forth in this agreement.
2. **MINIMUM TERM.** Tenant is obligated to rent the premises for a minimum term of _____ Months. The minimum term obligation under this agreement will commence on _____, 20____, and be completed on _____, 20____. A tenancy that continues past the Minimum Term shall convert to a Month-to-Month tenancy, and, upon 30 days advance notice to Tenant, any rental increase shall apply at the end of the Minimum Term and commencement of the Month-to-Month term. Should Tenant fail to occupy the premises for the minimum term for any reason, such failure shall be a breach of this agreement resulting in Tenant's forfeiture of the entire Security Deposit to Owner, together with any other damages the Owner may be entitled to recover under law or the terms of this Agreement (some examples of Owner's damages resulting from Tenant's breach that Owner would be entitled to recover in addition to the Security Deposit would be loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less; advertising costs; utility costs while vacant; yard maintenance costs while vacant; transportation costs to show unit; etc.).
3. **RENT.**
 - a. As rental for the subject premises, Tenant agrees to pay to Owner the sum of \$ _____ per month.
 - b. **LATE RENT.** If rent has not been paid by the 5th day of the month, tenant agrees to pay a late fee of \$ 50.00 plus \$5.00 per day through the end of that calendar month.

Rent shall be paid at the following address: The Village Apartments, 490 Pioneer Road, Rexburg, ID 83440.
or at such other address as Owner may from time to time designate in writing as the place for payment of rent.
 - c. **RENT IS DUE ON THE FIRST DAY OF EACH CALENDAR MONTH AND IS TO BE PAID BY CHECK, DEBIT OR CREDIT CARD, OR MONEY ORDER WITHOUT DEMAND – NO CASH.** If the initial term of this rental agreement commences other than on the first day of a calendar month, Tenant's rent until the first day of the following calendar month shall be a pro rata portion of a full month's rental, calculated on a daily basis (using a 30 day month) from the commencement date until the first day of the following calendar month, and shall be payable in advance. Rent not paid by the 15th calendar day of the month shall incur 18% interest APR, computed on a daily basis from the 1st day of the rental month and continuing until rent for that month has been paid in full, including all interest. When rent or any other charges are in arrears, all payments made shall be applied first to any interest owed, then to any outstanding debts in the order they were incurred, and then to the current month's rent. Any monies due for late fees, utilities, repairs, etc., will become additional rent due and payable by the 1st of the following month.
4. **OWNER'S AGENT.** All notices and communications to Owner shall be directed to the attention of The Village's designated Property Manager, who is the duly authorized agent of Owner. All notices and communications from said agent to Tenant shall be deemed notices and communications from the Owner.
5. **SECURITY/CLEANING DEPOSIT.** Tenant shall pay a security deposit of \$350. This deposit shall be held by Owner (Owner may commingle the same with other funds) and shall be returned to Tenant at the termination of this Rental Agreement less any deductions for cleaning, repairs, damages, etc., unless Tenant be in default or breach hereof. In any event, a minimum of \$100 shall be retained by Owner to cover extraordinary cleaning costs. Should Tenant fail to occupy the premises for the minimum term for any reason, such failure shall be a breach of this agreement resulting in Tenant's forfeiture of the entire Security Deposit to Owner. In the absence of such a breach, the deposit shall

be first applied toward the \$100 minimum cleaning charge, the Owner's costs for damages (see 2. above), repairs, cleaning, and unpaid rents, in that order, and any balance remaining shall be returned to tenant within 30 days after the premises have been vacated by Tenant. Under no circumstances shall such security deposit be applied by Tenant for payment of the last month's rental. Upon vacating unit, it will be inspected and, if necessary, repaired and cleaned by Owner or Owner's agent. A charge will be made for repair of any damage beyond that of reasonable wear and tear due to passage of time and for cleaning. Tenant is encouraged to be present at the inspection. Tenant should contact Owner or Owner's agent at least three days in advance to arrange an inspection time. _____ **initials**

6. **OWNER'S AGREEMENT:**

- a. **PEACE AND QUIET.** So long as Tenant shall not be in breach or default hereby, Tenant shall have the continued peaceful and quiet enjoyment of the premises.
- b. **MAJOR REPAIRS.** Owner shall be responsible for all major repairs to the premises (except such repairs needed which were caused by the acts or omissions of Tenant or Tenant's guests) such as the following (including by way of illustration and not limitation): Repairs to roof, foundation, exterior walls, heating system, sewers, hot water heater, air conditioner (if any).
- c. **RISK OF LOSS.** During the time that Tenant is in occupancy of the premises, Owner shall have the risk of loss to the premises (but not Tenant's property therein) resulting from fire, windstorm, hail, lightning, or like casualty, and in the event of damage or destruction from such cause, Owner shall at Owner's option, repair or replace the same, or declare this agreement terminated as of the date of such loss or destruction. Should Owner fail to promptly repair or replace any such loss or destruction, Tenant may at Tenant's option declare this agreement terminated. All rent due from Tenant during any period the premises are rendered untenable by reason of such loss or destruction shall be abated.

7. **TENANT'S AGREEMENTS:**

a. **CONDITION AND INVENTORY.** Tenant agrees that:

- (1) Rental unit is clean and in a good state of repair, with all appliances, plumbing, and light fixtures in working order, and clean filters in heating system where applicable. **Any exceptions shall be noted on inventory sheet.**
- (2) Smoke detectors are in proper working order and henceforth Tenant agrees to keep electricity provided either through battery or public power company as applicable. _____ **initials**
- (3) That all personal property now upon the premises shall remain on the premises.

b. **USE.**

- (1) **TENANT'S PROPERTY.** Owner is not responsible for Tenant's personal property. Tenant agrees to be responsible for keeping or not keeping his/her property insured against all damages. (Waiver of subrogation) Owner shall not be liable for damages or losses to person or property of the Tenant caused by other residents or other persons. Owner shall not be liable for personal injury or damage or loss of Tenant's personal property from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, or other causes whatsoever unless the same is due to the negligence of the Owner. Owner shall not be responsible for any of Tenant's property lost or stolen either from Tenant's rented premises or from any parking, storage, or common area in or about the building or premises, and Tenant assumes all responsibility for the security and safekeeping of any such property.
- (2) **OCCUPANTS AND GUESTS.** The premises shall be occupied as living quarters for no more than two persons per bedroom, or in units with a den, two persons per bedroom and one person per den. Only those persons who have signed this rental agreement and their minor children/step children/foster children may reside here. Guests may stay for a maximum of two weeks unless there is prior approval by the Owner. If unauthorized persons stay in the unit longer than 2 weeks, cumulatively (within one year) or consecutively, Owner has the option of requiring them to sign this rental agreement or terminating this agreement in the entirety.
- (3) **UNLAWFUL OR HAZARDOUS USE.** Tenant shall make no unlawful use of the premises, nor conduct any illegal activities on the premises, nor shall any nuisance be maintained nor any dangerous activities or use carried on which will or can adversely affect fire insurance ratings or constitute any hazard to persons or to the premises.
- (4) **PETS.** The Village is a no-pet property. Pets are not permitted. Guest pets or pet sitting are not allowed at any time. At Owner's sole discretion, the Owner may treat any violation of this term as a Default by Tenant, may impose a fine of \$1,000, or may do both. _____ **initials**
- (5) **UTILITIES.** Tenant shall pay all utilities with respect to the premises, EXCEPT the following which shall be furnished by Owner: garbage, water, and sewer. If utilities are furnished, or to the extent utilities are furnished, Tenant agrees to conserve the same. Should Tenant's usage be excessive in the opinion of Owner, Owner reserves the right to make an extra charge for such excessive use. If utilities essential to the heating of the premises are not furnished, Tenant agrees to provide said utilities and to pay promptly all charges therefore which shall be made by the utility company furnishing the same. Tenant is responsible for insuring that heat is maintained in the unit to prevent damage from freezing. Tenant expressly assumes the risk of loss or damage to the premises, and shall pay for all such loss or damage caused by any freezing which results from Tenant's failure to provide proper heating or other action by Tenant (including loss of heating because utilities were shut off due to nonpayment of bills if Tenant is responsible for paying those bills).
- (6) **LOUD NOISE/DISTURBANCES.** Tenant agrees not to play or operate any musical instrument, stereo, CD, cassette, radio, television, or any other equipment/machines, loud enough to be heard by neighbors or other tenants during the hours after 10:00 P.M. until 8:00 A.M. Tenant shall conduct himself, and require other persons on the premises with Tenant's consent to conduct themselves, in a manner that does not unreasonably disturb other tenants or neighbors or constitute a breach of the peace, at any time of the day or night.
- (7) **SIGNS.** Tenant shall not post any signs or advertising material at any location in or upon the premises.
- (8) **ASSIGNMENT: SUBLEASE.** Tenant shall not assign this agreement, nor sublease the premises, or any part thereof, without the prior written consent of Owner. _____ **initials**
- (9) **INSPECTION.** Tenant agrees that Owner or Owner's authorized agent may enter upon the premises at reasonable times and intervals to inspect, repair, and maintain the same, or to show the property to any prospective buyer, or any loan or insurance agent. After

notice of termination of this tenancy has been given by either party, Owner may enter and show the premises to any prospective tenant after giving Tenant a minimum of 16 hours verbal/telephonic notice.

- (10) **RULES.** Tenant agrees to abide by such rules and regulations as owner may from time to time establish for all tenants.
- (11) **BAD CHECKS.** In the event the Tenant's bank dishonors his or her check, the Tenant agrees to pay to the Owner \$50.00 for each occurrence to cover Owner's administrative costs. After 2 dishonored checks, Owner may require that Tenant make any future payments only by cash, certified funds, or money order.
- (12) **MOTOR VEHICLES.** Tenants are authorized to have not more than the following number of motor vehicle parked on the premises, excluding guest parking: one motor vehicle per licensed resident. Inoperable motor vehicles will not be stored at or on the premises for longer than 30 days. Fluids leaking from vehicles will be cleaned up immediately and the problem corrected or the vehicle removed from the premises.
- (13) **NO SMOKING.** No smoking is allowed anywhere on the property or in any apartment unit by any tenant or any guest.

c. **CARE AND MAINTENANCE. Tenant shall maintain the rented premises in a clean and orderly condition.**

- (1) **NAILS, SCREWS, TACKS, ETC.** Tenant agrees not to drive nails, screws, tacks, or other objects into concrete or stone walls or woodwork. Tenant is authorized to use small nails or screws to hang a reasonable number of wall hangings. Tenant is not authorized to repair holes to walls or other surfaces, all repairs will be done by Property Management. The cost of wall or other surface repairs deemed substantial by Landlord in Landlord's sole discretion shall be charged to Tenant.
- (2) **UNAUTHORIZED PAINTING/ALTERATIONS.** Tenant shall not paint any of the premises except upon Owner's prior written consent, and upon such conditions as Owner may impose in connection with such consent. Should Tenant, after beginning any approved painting project, vacate the premises before finishing the painting and should Tenant leave any room or adjoining surfaces between rooms partially completed, after having originally agreed to paint said entire room or adjoining surface, Tenant shall be liable to Owner for Owner's expenses in finishing or having finished said painting project. Tenant shall make no alterations to the building, nor shall Tenant permit any remodeling, except upon the prior written approval of Owner. No outdoor radio or television antennae or dish of any kind may be installed without written permission of the Owner.
- (3) **DAMAGES/REPAIRS.** All maintenance problems or damages must be brought to the attention of the Owner as soon as possible for determination of responsibility and proper disposition. Any repairs made or contracted by Tenant without the written permission of the Owner or Owner's agent shall be the responsibility of the Tenant. Tenant will be held liable for any damages caused by Tenant's negligence, lack of upkeep (such as furnace damage caused by failure to clean or replace air filters), misuse (such as damage to a refrigerator caused by puncturing of refrigerator cooling system, usually done trying to expedite defrosting), pets, or any additional damage caused as the result of Tenant's failure to report maintenance problems to Owner in a timely manner. Tenant will be responsible for damage caused by negligent overflows of water. Tenant shall be responsible for repair or replacement, as required, of damage or breakage caused by visitors on the premises to whom the Tenant is acting as host. Tenant is responsible for any damage caused by others' (i.e. vandalism, break-ins, etc.) which is not reported immediately (within 24 hours) to police or insurance company and owner, as appropriate. Tenant will reimburse Owner for any repairs necessary within 30 days of delivery of the invoice for the charges unless otherwise agreed upon in writing.
- (4) **PLUGGED DRAINS.** Tenant is responsible for unplugging plugged sinks, toilets, and floor drains. Tenant will pay for the cost of a plumber or roofer unless it can be ascertained that the blockage was not the fault of the Tenant.
- (5) **EXTERIOR MAINTENANCE.** Snow and ice will be removed from all sidewalks by the Tenant in accordance with city ordinance. Tenant shall report any problems concerning the building to Owner as soon as possible.

8. **TERMINATION.**

- a. **TERMINATION OF MONTH-TO-MONTH TENANCY. NOTICE.** The parties expressly agree that, notwithstanding any provision of custom, statute, or law to the contrary, the following shall be the manner of terminating a month-to-month tenancy hereunder except in case of default: Either party may terminate a month-to-month tenancy by notice in writing given to the other party not less than 30 days prior to the date on which it is desired to terminate said tenancy. Such termination date need not be at the end of a "month", as herein defined. Tenant's liability for payment of rent shall continue until the termination date, but if such date be other than the last day of a "month" as herein defined, the rental for the fractional portion of the "month" in which the tenancy terminates shall be pro rated on a daily basis, with each day's rental being 1/30 of a month's rental, and such rental shall be due and payable on the first day of the "month" in which the termination date occurs. Should Tenant fail to occupy the premises for the minimum term for any reason, such failure shall be a breach of this agreement resulting in Tenant's forfeiture of the entire Security Deposit to Owner, together with any other damages the Owner may be entitled to recover under law or the terms of this Agreement (some examples of Owner's damages resulting from Tenant's breach that Owner would be entitled to recover in addition to the Security Deposit would be loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less; advertising costs; utility costs while vacant; yard maintenance costs while vacant; transportation costs to show unit; etc.). _____ **Initials**
- b. **TENANT RESPONSIBLE FOR CLEANING AND REPAIRING ON MOVE OUT.** At termination of this tenancy for any reason, Tenant shall return said premises to Owner in as good condition as when received, reasonable wear and tear accepted. Tenant shall leave an operating light bulb in each light socket upon vacating the premises. If Tenant shall leave the premises in a condition contrary to the requirements of this agreement at the termination hereof, Tenant agrees to pay the costs of basic cleaning, repairing, or replacing as necessary to correct such condition, and agrees that the security deposit paid to Owner may be applied to such purpose to the extent necessary. Tenant further agrees to be responsible for Owner's loss of rental income during any period, which is reasonably required to perform such cleaning or repairs, and agrees that the security deposit paid to Owner may also be applied toward the same. _____ **initials**
- c. **RETURN OF KEYS.** Tenant must return all keys upon vacating the rental. If all keys are not returned, Owner may have locks re-keyed and Tenant will be responsible for the costs of such re-keying.
- d. **PERSONAL PROPERTY LEFT ON PREMISES.** Should Tenant leave any personal property on the premises after relinquishing tenancy, Owner will hold the property for not more than 15 days. After 15 days, any personal property not claimed by Tenant shall become the property of the Owner and will be disposed of as Owner sees fit. _____ **initials**

9. **DEFAULT BY TENANT.** In the event of Tenant's default in payment of rental, or a breach of any of the other terms and conditions of this agreement, this agreement and Tenant's tenancy hereunder may be terminated upon 3 days notice in writing given by Owner, or Owner's authorized agent, to Tenant. Tenant shall, by the end of the third day following the delivery of any such notice, either deliver up possession to Owner, or correct the matter in default. Upon the second or subsequent breach of any of the other terms and conditions of this agreement, this agreement and Tenant's tenancy hereunder may be terminated upon 3 days notice in writing given by Owner, or Owner's authorized agent, to Tenant. Should Owner be compelled to institute a legal action to recover possession of the premises by reason of nonpayment of rental by the Tenant, and should Tenant tender payment of rental after commencement of such legal action, Owner shall not be required to accept such payment unless Tenant pays the entire rental in default plus all actual attorney's fees, court costs, and service fees incurred by Owner in said legal action up to said time. Any acceptance by Owner of any amount: (a) shall be totally at Owner's option and such payment shall be applied first to attorney's fees, courts costs, and service fees incurred by Owner in said legal action, then to rental; and (b) shall not operate to stay said legal proceeding or as any waiver of Owner's right to possession of the premises (e.g. Owner need not dismiss an eviction lawsuit even if the full aforementioned sum is paid).
10. **NOTICES.** Notwithstanding any contrary provision of statute, law, or custom, all notices of default, notices of termination, or other notices hereunder shall be given as herein provided. All notices shall be in writing except for Inspections (see 7.b.(9) above). Notices to Owner shall be deemed given when delivered personally to Owner's agent, or the person in charge of Owner's offices at the address herein stated at which rentals shall be paid. All notices to Tenant may be served by mail, by depositing the same in the United States Mail, postage fully prepaid, addressed to Tenant at the post office address of the rented premises unless otherwise provided by law. Mailed notices shall be deemed delivered on the date following the date of mailing of the same, and Owner shall not be required to prove delivery to Tenant. If the premises are occupied by husband and wife, each spouse appoints the other as his or her agent for purposes of receiving notices hereunder. If the premises are occupied by more than one person, not husband and wife, as co-tenants, each such co-tenant appoints the other(s) as his or her agent for the purpose of receiving notices hereunder.
11. **VACATING WITHOUT PROPER NOTICE.** Should Tenant vacate the premises without giving the required 30 days notice to Owner:
- (a) Should Tenant fail to occupy the premises for the minimum term for any reason, such failure shall be a breach of this agreement resulting in Tenant's forfeiture of the entire Security Deposit to Owner, together with any other damages the Owner may be entitled to recover under law or the terms of this Agreement (some examples of Owner's damages resulting from Tenant's breach that Owner would be entitled to recover in addition to the Security Deposit would be loss of rent until the unit is re-rented or the completion of the minimum term, whichever is less; advertising costs; utility costs while vacant; yard maintenance costs while vacant; transportation costs to show unit; etc.).
 - (b) Tenant shall be responsible for all damage resulting from theft and from shut off of utilities (including but not limited to frozen and/or burst water pipes) until such time as the Owner becomes aware of the premises being vacated and has sufficient time to retake possession of said premises and make appropriate arrangements for necessary utility services.
12. **ABANDONMENT.** Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the premises (whether or not items of personal property have been left at the said premises) during 7 consecutive days while so in default, the parties hereto agree that, unless Tenant has given Owner notice to the contrary along with a valid address at which Tenant can be located during the period of said absence, Tenant shall, at Owner's option, be deemed to have abandoned the rented premises. On or after the 8th day of such abandonment, Owner may enter into, and take possession of the premises, without necessity of resorting to any legal process, and Owner may remove to storage at Tenant's risk and expense any personal property which may have been left at the premises, and may re-rent said premises. Personal property removed to storage will be held and disposed of as prescribed in paragraph 14 below. For the purposes only of computing damages to the Owner in conjunction with Section 11 above and this Section, Tenant shall be deemed to have given a 30 days notice of termination on the 8th day of Tenant's un-notified absence from the premises while in default. If Tenant is in default under the terms of this Rental Agreement and the premises appear to be empty, Owner may enter the premises for purposes of inspecting and maintaining the unit. If, upon inspection, no items of personal property have been left at the said premises, Owner may deem Tenant to have abandoned the rented premises and Owner may take immediate possession of the premises, without necessity of resorting to any legal process, and may re-rent said premises.
13. **SECURITY INTEREST TO OWNER.** Tenant hereby grants to Owner a security interest in all personal property which Tenant may at any time bring into or upon the rented premises, to secure for the full performance by Tenant of all the terms and conditions of this agreement, and the payment of all sums which may at any time be due to Owner hereunder, and agrees that in the event of default by Tenant hereunder, Owner may enforce such security interest in the manner provided by law.
14. **STORAGE AND DISPOSAL OF PERSONAL PROPERTY.** Personal property removed from the premises under paragraphs 8, 12, or 13 above will be stored at Tenant's expense for a maximum of 15 days. If the personal property has not been claimed by the tenant during that 15 day period (by paying any sums owed the Owner plus the storage and transportation charges), it shall become the property of the Owner and will be disposed of as Owner sees fit. If the personal property is sold at auction, the proceeds of the sale will be used to pay for the storage, transportation, and auction fees, and the balance will be applied to satisfy any unpaid sums due to the Owner. Any balance remaining, if any, will be mailed to the Tenant at Tenant's last known address. ____ **initials**
15. **FORBEARANCE NOT A WAIVER.** Any forbearance by Owner or failure by Owner to strictly enforce all of the terms and conditions of this agreement shall not under any circumstances be construed as a waiver of Owner's right to strictly enforce all of such terms and conditions in the event of any further, continued, or additional default by Tenant.

16. **ATTORNEY FEES AND COURT COSTS.** Should either party be required to hire an attorney to enforce the provisions hereof or to seek damages for any breach hereof, the non-defaulting party shall be entitled to recover reasonable attorney's fees from the other party, whether or not a lawsuit is filed. Owner and Tenant expressly contract that, if it becomes necessary for Owner to commence a legal action to recover possession of the premises by reason of nonpayment or other breach of this agreement by Tenant (Unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees and costs incurred by Owner, whether or not the action goes to trial.
17. **SEVERABILITY.** If any provision hereof shall be held by any Court to be unlawful, all of the remaining provisions of this agreement shall remain in full force and effect. Any provision, which is contrary to the Uniform Consumer Credit Code of the State of Idaho, shall be deemed deleted here from and shall have no force and effect, but all of the remaining provisions hereof shall be effective.
18. **AGREEMENT BINDING ON EACH PARTY.** It is expressly understood that this rental agreement is between the Owner /Agent/Manager and each Tenant jointly and severally, and that in the event of default in payment of rent, or any other provision of this agreement, each and every Tenant can be held individually responsible for complete payment of rent or any other costs. _____initials
19. **AGREEMENT BINDING ON HEIRS. ETC.** This agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives, successors and assigns of all parties hereto.
20. **CONDITIONS OF LEASE.** If this Lease Agreement is signed before the application to rent and background check has been processed and deemed acceptable by Owner, this Agreement and Owner's commitment to Lease the Premises to Tenant is conditioned on Owner's acceptance of Tenant's application and approval of Tenant's background check, which shall be based upon Owner's sole and absolute discretion. The ability to invalidate the effectiveness of this Lease based upon the aforesaid conditions is unilateral and for the sole benefit of Owner.
21. **DELAY IN DELIVERY OF POSSESSION.** If Owner is unable to deliver possession of the premises at the commencement hereof because another resident holds over, or for any other reason, Owner shall not be liable for any damages caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered and rent shall be prorated based on the day the unit is ready for Tenant. If possession is not delivered within five days of the commencement move in date, Tenant may terminate this agreement by written notice without any further obligation. _____ initials
22. **ASSIGNMENT.** The property referenced in this lease may be subject to agreements with a lender assigning to lender the right to collect rents, manage the property, and exercise rights under this Lease. Tenant agrees to be bound by and comply with the provisions of such assignment of rights. Upon sale of the property by Owner, Tenant's lease shall be transferable and assignable to any new Owner
23. **BASIC CABLE AND INTERNET PACKAGE.** Tenant chooses to have the free basic cable and internet package. Basic cable and internet will be provided up to a total per unit cost to Owner not to exceed Owner's allowance, which is set by Owner in Owner's sole discretion. In the event the per unit cost to Owner of providing basic internet and cable exceeds Owner's allowance, Tenant shall be immediately responsible for paying the difference between the Owner's actual cost of providing basic cable and Internet service and the allowance set by Owner as additional Rent. Owner reserves the right to change or terminate the free basic cable and Internet offering at anytime and for any reason in Owner's sole discretion, the result of which shall not change or alter Tenant's obligations under this Agreement.
24. **TAMPERING WITH CABLE OR INTERNET SERVICE AND HARDWARE.** Tenant agrees that in no event shall Tenant attempt to tamper with the cable or internet service or hardware on the Property or in Tenant's Apartment, or otherwise attempt to unlawfully pirate or take service without payment for the service. Tenant agrees to pay as and for liquidated damages a penalty of \$1,000 in the event it is discovered that the Tenant or any agent or visitor of the Tenant has violated the terms of this clause, and an additional \$100 per day for every day Tenant is or remains in violation of this clause. _____initials
25. **OTHER:**

Except as listed above, this instrument constitutes the entire agreement between Owner and Tenant and there are no other promises or agreements whatsoever.

IN WITNESS WHEREOF, Owner and Tenant have executed this agreement as of the day and year first above written.

OWNER: The Village Rexburg – Conduit _____, LLC _____

BY: _____ TITLE: _____

TENANT: _____ TENANT: _____

I/We hereby agree to personally guarantee the debts and obligations of the above tenants that may arise from their tenancy herein.

CO-SIGNER: Print Name/Signature

Name and Unit: _____
 Rent from _____ to _____
 Last Month Rent _____
 Security Deposit _____
 Other _____
 TOTALS _____

Received	PAYABLE PRIOR TO OCCUPANCY
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$
\$	\$

NOTICE TO TENANTS.

Should you not pay rent as agreed upon in the rental contract and should owners of the property be compelled to institute legal proceedings against you to regain possession of your unit your responsibility may include the following. The law provides that you may be liable:

1. To pay the unpaid rent plus interest at the legal rate.
2. To pay Court costs and to pay Sheriff's fees.
3. To pay Attorney's fees.
4. To pay **triple damages** for unlawful detainer of the unit.

To enforce any Judgments against you the following may be done:

1. Your own property may be seized by the Sheriff, sold and the proceeds applied in satisfaction of the judgment.
2. Your wages may be subjected to garnishment.
3. A lien of record may be placed against you, which will be binding against you and any property that you may own for 5 years thereafter. Such property can be seized at any time in the future (up to 5 years) to satisfy the Judgment against you plus interest. Such Judgment lien can be renewed for additional 5 year periods.

© 2000 Idaho Rental Owners & Managers Association, Inc.

License to Copy. In consideration of the license fee, which is a part of your membership fee in the Idaho Rental Owners & Managers Association (IROMA), the IROMA, as Licensor, grants to you, the Licensee, a nonexclusive right to use this product and make copies of it to use in your business so long as you maintain active membership in the Idaho Rental Owners & Managers Association. This Contract Form has been reviewed by Lance D. Churchill, attorney-at-Law, Boise, Idaho