

# IDAHO RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement ("Agreement") made the 11<sup>th</sup> day of September 2023 is between:

**Landlord:** Kimberly School District with a mailing address of 141 Center Street West, Kimberly, ID 83341 ("Landlord"), AND

**Tenant(s):** Ted Wasko ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

I. **LEASE TYPE.** This Agreement shall be considered a: (check one)

- Month-to-Month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on September 11, 2023, and ending upon notice of 60 days from either Party to the other Party ("Lease Term").

II. **THE PROPERTY.** The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

a.) Mailing Address: 3668 N 3450 E, Kimberly, ID 83341

b.) Residence Type:  Apartment  House  Condo  Other:

c.) Bedroom(s): 3

d.) Bathroom(s): 1.5

The aforementioned property shall be leased wholly by the Tenant ("Premises").

III. **PURPOSE.** The Tenant and Occupant(s) may only use the Premises as: (check one)

- A residential dwelling only.

- A residential dwelling and:

IV. **FURNISHINGS.** The Premises is: (check one)

- To be furnished with the following items:

- Not furnished.

V. **APPLIANCES.** The Landlord shall: (check one)

- Not provide any appliances.

VI. **RENT.** The Tenant shall pay the Landlord, in equal monthly installments, \$900.00 ("Rent"). The Rent shall be due on the 22<sup>nd</sup> of every month ("Due Date") and paid under the following instructions: To the Business Manager at the District Office.

VII. **UTILITIES.** The Landlord shall provide the following utilities and services to the Tenant: Water/sewer, electricity, propane, and wood pellets.

Any other utilities or services not mentioned will be the responsibility of the Tenant.

VIII. **POSSESSION.** Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

IX. **ACCESS.** Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant, or the fee will be subtracted from the Security Deposit.

X. **SUBLETTING.** The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XI. **ABANDONMENT.** If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

XII. **ASSIGNMENT.** Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

XIII. **RIGHT OF ENTRY.** The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours' notice in order for

inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

- XIV. **MAINTENANCE, REPAIRS, OR ALTERATIONS.** The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted.
- XV. **NOISE/WASTE.** The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.
- XVI. **COMPLIANCE WITH LAW.** The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.
- XVII. **DEFAULT.** If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

- XVIII. **MULTIPLE TENANT OR OCCUPANT(S).** Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations,

including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

- XIX. **DISPUTES.** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to negotiate amongst themselves, in "good faith", before any litigation.
- XX. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- XXI. **SURRENDER OF PREMISES.** The Tenant has surrendered the Premises when (a) the move-out date has passed, and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear, and tear thereof, and damages by the elements excepted.
- XXII. **RETALIATION.** The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing, or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.
- XXIII. **WAIVER.** A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.
- XXIV. **HAZARDOUS MATERIALS.** The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
- XXV. **INDEMNIFICATION.** The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the

Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XXVI. **COVENANTS.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

XXVII. **PREMISES DEEMED UNINHABITABLE.** If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XXVIII. **LEAD PAINT.** (Check one)

- The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

- The Premises was not built prior to 1978.

XXIX. **GOVERNING LAW.** This Agreement is to be governed under the laws located in the State of Idaho.

XXX. **ENTIRE AGREEMENT.** This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

**Landlord's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

## **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

### **1. Lead Warning Statement**

Housing build before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### **2. Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

- Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the landlord (check one below)

- Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **3. Tenant's Acknowledgement**

- Tenant has received copies of all information listed above.

- Tenant has received the pamphlet "Protect Your Family from Lead in Your Home".

### **4. Broker's Acknowledgement**

- Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

### **5. Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Landlord's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Tenant's Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

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