

# The Village Rexburg

490 Pioneer Road • Rexburg, ID 83440  
(208) 356-7786



## 1. The Village

### 1.1 LEASE AGREEMENT

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THIS LEASE AGREEMENT (this "Lease") is entered into by and between the landlord identified on the attached Schedule 1 ("Landlord"), and the tenant(s) identified on the attached Schedule 1 ("Tenant"). Landlord and Tenant shall sometimes be hereinafter collectively referred to as "parties" and singly as a "party". It is mutually agreed between the parties as follows:

### 1.2 COVENANT TO LEASE

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Upon the provisions, conditions, and covenants of this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the apartment described on the attached Schedule 1 (the "Premises"), which is part of an apartment complex referred to commonly as the "Village Community".

### 1.3 OCCUPANTS OF THE PREMISES

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The members of Tenant's household who shall reside at the Premises are identified on the attached Schedule 1. By identifying such individuals, Tenant gives Landlord permission to grant access to the Premises to such individuals. The individuals identified on the attached Schedule 1 are the only individuals (including minor children, foster children, or step children) who may reside at the Premises. No person other than the individuals identified on the attached Schedule 1 may reside at the Premises without the prior written consent of Landlord unless otherwise provided in this Lease. Every individual who resides at the premises must be on the lease (Schedule One). Any person over the age of 18 must have an approved application and be included on a lease.

Guests cannot reside on the premises for more than 14 days. Landlord must approve any extended stay visitors.

Tenants understand that air conditioning is on the second and third floors units ONLY. The first floor does not have air conditioning but does have ceiling fans. If another ceiling fan is wanted, the request should be made to the landlord. ALL UNITS HAVE HEAT for the winter.

### 1.4 TERM

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**1.4.1** The commencement date (the "Commencement Date") and term (the "Term") of this Lease are set forth on the attached Schedule 1. Tenant agrees to vacate the premises by 12:00 p.m. local time on the final day of the Term unless other arrangements are made in writing signed by Landlord and Tenant. Landlord will schedule a move out appointment for tenant(s) on the move out date. Tenant must be vacated completely from the unit at the scheduled time to avoid a "no show" appointment fee.

**1.4.2** If Tenant desires to continue to occupy the Premises after the expiration of the Term, Tenant must request in writing delivered to Landlord at least Sixty (60) days prior to the expiration of the Term that Tenant be allowed to continue to occupy the Premises pursuant to a month-to-month tenancy. If such a request is timely received, Landlord may in its sole discretion, but shall be under no obligation to, permit Tenant to continue to occupy the Premises pursuant to a month-to-month tenancy. Such permission shall be given by Landlord to Tenant in writing. If Landlord does not deliver written notice to Tenant at least Thirty (30) days prior to the expiration of the Term, Tenant's request shall be deemed denied and Tenant shall be required to vacate the Premises as provided in subparagraph 1.4.1 above. If Landlord does deliver written permission to Tenant, then Tenant's tenancy shall be month-to-month but otherwise subject to all the terms of this Lease.

**1.4.3** During Tenant's *month to month* tenancy, the Tenant shall be charged an additional **Seventy-Five (75)** fee each month. During such month-to-month tenancy upon advance written notice to Tenant at least Thirty (30) days before a month's end, the Landlord may change the terms of this Lease. In addition, during such month-to-month tenancy upon written notice at least Thirty (30) days before the increase or termination becomes effective, Landlord may increase the Base Rent or terminate this Lease. Such month-to-month tenancy shall constitute part of the Term.

**1.4.4** If offered by Landlord, Tenant shall be allowed to rent on a *short term* basis, with lease dates set by both the Landlord and the Tenant. If Tenant's lease is less than Twelve months, Tenant will pay an additional **Fifty Dollars (50)** each month as a Short Term Lease Fee. Tenant will have the option to renew their lease Sixty (60) days prior to their lease ending.

**1.4.5** If Tenant fails to occupy the Premises for the entire Term, whatever the reason, Tenant shall be liable for all costs of re-renting the Premises, all Base Rent, additional rent and other fees and interest due under this Lease, utilities costs, and the costs of restoring the Premises to their condition on the Commencement Date.

## 1.5 RENT

1.5.1 Tenant agrees to pay Landlord the base rent ("Base Rent") set forth on the attached Schedule 1. Base Rent shall be payable in advance on the Commencement Date and thereafter on the first day of each calendar month during the Term of this Lease; provided, however, that if the Commencement Date does not fall on the first day of a calendar month, then the first Base Rent payment due hereunder shall be prorated for such month, calculated on a daily basis using a 30-day month from the Commencement Date to the final day of such partial month. Each Base Rent payment must be received by Landlord by the end of day on the Base Rent due date. Unless otherwise authorized in writing signed by Landlord, all Base Rent shall be paid by Tenant to Landlord by use of The Village Tenant Portal e-check, at no additional cost to Tenant, certified money order, or check. Neither cash nor card can be accepted in the office. Tenant will receive an email with the link and instructions on how to access The Village Tenant Portal upon or before move-in.

1.5.2 If Tenant does not pay Base Rent by midnight on the due date, Tenant agrees to pay a late payment fee of \$50.00 plus \$5.00 per day for each day after the second day of the month until the Base Rent and the late payment fee have been paid in full.

1.5.3 In addition to the late payment fee, Tenant agrees to pay interest on all Base Rent, additional rent, late payment fees and other charges not paid within fifteen (15) days after the due date hereunder at the rate of eighteen percent (18%) per annum, compounded monthly, from the date due until paid in full, including all accrued interest.

1.5.4 Tenant agrees to pay Landlord a \$35.00 fee for each check, including e-check or online payment, given to Landlord in payment that is returned or dishonored. Returned checks will also be subject to late payment fees and interest as provided herein.

1.5.5 Listed in the Schedule One, Base Rent changes can be anticipated on the first day of the new consecutive calendar year.

## 1.6 SECURITY DEPOSIT

1.6.1 At the time of signing of this Lease, Tenant shall deliver to Landlord a security deposit (the "Security Deposit") in the amount set forth on the attached Schedule 1 and signature page to secure Tenant's performance under this Lease. Landlord may deposit the Security Deposit into its general bank account with other funds of Landlord. No part of the Security Deposit shall be considered to be held in trust, nor shall the Security Deposit bear interest. Landlord, in its discretion, may use all or any portion of the Security Deposit to satisfy, in whole or in part, any obligations of Tenant under this Lease including, but not limited to, the payment of past due Base Rent, additional rent, late payment fees, interest, damages, liens against the Premises created by or as a result of the conduct of Tenant, or any attorney's fees and costs incurred by Landlord to obtain possession of the Premises or to enforce Landlord's rights under this Lease.

1.6.2 Should Landlord apply all or any portion of the Security Deposit to cure a default of Tenant hereunder, Tenant shall immediately replenish the amount of the Security Deposit so applied.

1.6.3 Within thirty (30) days after the date of expiration or buy out of this Lease, Landlord shall provide Tenant with a written accounting of any charges made against the Security Deposit and refund the balance of the Security Deposit, if a refund is due under the terms of this Lease. Tenant must provide an accurate forwarding address to receive the Security Deposit in a timely manner. If check is returned or lost, it is the tenants responsibility to pay for a reissued check. A change to the forwarding address after move out is the tenants responsibility to inform landlord and may result in a postal charge.

## 1.7 REFURBISHING FEE

At the time of signing of this Lease, Tenant shall pay as additional rent a non-refundable refurbishing fee (the "Refurbishing Fee") in the amount set forth on the attached Schedule 1 and signature page to be used in Landlord's discretion, including without limitation to clean carpets and other parts of the Premises, after expiration or buy out of this Lease. The Refurbishing Fee shall not diminish Tenant's obligation to clean and maintain the Premises in a clean and orderly manner during the Term or at expiration or buy out of this Lease, and Landlord shall have no obligation to expend the Refurbishing Fee on any cleaning, maintenance or other obligations of Tenant.

### Items Covered by Refurbishing Fee

Drip Pans
Air Filter
Nail Holes
Carpet Cleaning
2 Hours of Professional Cleaning (time used over 2 hours is tenant's responsibility to pay)

## 1.8 TENANT'S DUTY TO CLEAN

1.8.1 Throughout the Term, Tenant shall maintain the Premises (including areas outside the Premises—i.e., no garbage on sidewalk, patio, balcony, landing area, stairs, etc.) in a clean and orderly manner including, without limitation, all carpets, floors, walls, windows, blinds, drapes, bathrooms, kitchen, baseboards, furniture, and appliances.

**1.8.2** Should Tenant fail to maintain the Premises in a clean and orderly manner, Landlord shall have the right to use the Security Deposit to have the Premises, or any part thereof, cleaned and/or repaired. If any part of the Security Deposit is used to clean or repair the Premises during the Term of this Lease, then Tenant shall, upon Landlord's demand, replace by payment to Landlord the amount of the Security Deposit used by Landlord for such cleaning or repair.

**1.8.3** Upon expiration or buy out of this Lease, Tenant shall clean and restore the Premises to their condition existing on the Commencement Date, normal wear and tear excepted, such condition being established by the "Apartment Condition Checklist" completed by Landlord and Tenant at the commencement of the lease Term, the same being incorporated herein by this reference.

**1.8.4** If Tenant fails to restore the Premises to the condition existing on the Commencement Date, normal wear and tear excepted, the cost for Landlord to perform such cleaning will be in addition to the Refurbishing Fee. Tenant agrees that soilage of the Premises does not constitute normal wear and tear for purposes of this Lease.

## 1.9 UTILITIES AND SERVICES

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**1.9.1** Until Landlord notifies Tenant otherwise, Landlord will pay for City of Rexburg water, sewer and waste disposal services (collectively, "City Services"). Landlord reserves the right to discontinue payment for City Services upon thirty (30) days written notice to Tenant. After such notice, Landlord will bill Tenant for City Services, which shall be payable by Tenant to Landlord within five (5) business days after receipt of billing.

**1.9.2** Landlord currently provides, but is under no obligation to continue, basic satellite television ("TV") and high-speed internet ("Internet") service to the Premises and high-speed internet services to the clubhouse. Internet service and TV service are referred together as the "Services". Tenant shall pay Landlord a fee (the "Communication Fee") of Twenty-Seven Dollars and Fifty cents per month in exchange for the Services. The Communication Fee shall constitute additional rent and shall be paid by Tenant at the same time and in the same manner as Base Rent. If Tenant fails to timely pay any installment of the Communication Fee, Landlord may elect, without waiving or limiting any other rights or remedies available to Landlord, to immediately disconnect the Services to the Premises without prior notice to Tenant. Landlord shall have the right in its sole discretion to change or discontinue the Services and increase the Communication Fee upon twenty (20) days prior written notice to Tenant. In no event shall Landlord be liable to Tenant for the performance or availability of the Services and Tenant waives all claims against Landlord for the interruption of the Services arising from any cause whatsoever (whether foreseen or unforeseen), including without limitation any claim of a right to withhold or recover Communication Fees.

LANDLORD MAKES NO WARRANTY, EXPRESS OR IMPLIED AS TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE SERVICES ARE SUPPLIED "AS IS". IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY MANNER OUT OF THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL, OR USE OF THE SERVICES.

**1.9.3** Tenant will pay all other utilities, including electricity and gas. Tenant must contact the electric power and gas companies to place such utility accounts in Tenant's name prior to occupancy of the Premises. If Tenant fails to pay any utility bill when due, Tenant shall be in breach of this Lease. In such event, Landlord may apply all or any portion of the bill to tenant's monthly charges. Landlord may also charge an additional Twenty Five (25) Dollar administration fee for each utility. Tenant must deliver to Landlord evidence of payment of all electricity and gas utility bills prior to vacating the Premises.

**1.9.4** Interruption or failure of any utility or other service furnished or supplied to the Premises shall not entitle Tenant to any claim against Landlord, to any reduction in Base Rent, or to a refund of any amounts paid by Tenant hereunder.

## 1.10 USE OF PREMISES

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The Premises shall be used only by Tenant and the persons identified as occupants on the attached Schedule 1. Tenant shall not permit other individuals to reside in the Premises or to treat the Premises as a residence for any period of time. Tenant shall not misuse, waste, or neglect the Premises, nor shall Tenant use the Premises for any business, commercial, immoral, or unlawful purpose, or commit, maintain, suffer, or permit any nuisance on or about the Premises. Tenant shall not use or store hazardous or extremely flammable materials or substances in or about the Premises. Should Tenant fail to comply with any covenant or provision of this paragraph, Landlord may terminate this Lease and commence unlawful detainer proceedings.

## 1.11 TERMINATION OF TENANCY

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Upon termination of the tenancy contemplated by this Lease for any reason, Tenant shall surrender and vacate the Premises, including the removal of all of Tenant's personal property from the Premises. Upon or before departure, Tenant shall return to Landlord all keys to the Premises (including all house, mail, clubhouse fob, and parking passes), and shall notify Landlord that the Premises are ready for inspection.

## 1.12 MULTIPLE TENANTS OR ROOMMATES

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**1.12.1** As used in this Lease, the term "Tenant" shall include all tenants who are parties to this Lease, whether one or more. All tenants shall be jointly and severally liable for Tenant's obligations under this Lease including, but not limited to, all damage to the Premises. If the Premises are occupied by multiple tenants, each tenant hereby appoints the other tenant(s) as his or her agent(s) for purposes of receiving all notices from Landlord under this Lease. Each tenant also hereby appoints the other tenant(s) as his or her agent for receiving service of

process in any legal action which may arise from Tenant's residency, use of the Premises, or otherwise. Landlord's obligation to remit and account for all or any portion of the Security Deposit shall not arise until this Lease is lawfully terminated as to all tenants. If Tenant is entitled to a refund of all or any portion of the Security Deposit, Landlord shall remit the same to the person who is the last signatory to this Lease to lawfully terminate their tenancy regardless of who paid the Security Deposit. All tenants agree that it is their responsibility to account for the division of the Security Deposit among themselves.

**1.12.2.** If a Tenant wishes to add another occupant or a roommate to the lease, they may do so if the prospective Tenant has filled out an application and has been approved by Landlord. There will be a One Hundred (100) Dollar "roommate add fee" that will be paid before the new Tenant moves into the unit. There will be a Sixty (60) Day period before any add or change of residency can occur after a new Tenant has been added to the lease.

**1.12.3.** If a Roommate would like to move out prior to the lease ending, they may do so with the written approval of the Landlord and other staying Tenants. Failure to receive both signatures will require the Roommate to continue to be obligated to perform under the Lease Contract. There will be a One Hundred (100) Dollar administration fee upon moving out to be removed from a lease. The leaving Resident will surrender all keys and passes to Landlord. An inspection of the unit can be done upon request. All security deposits or payments made will be worked out with the other staying tenants and not with The Village, LLC. The Village will not return Security Deposits or any like funds before the entire unit is vacated. Reference section 1.6.3 for more information.

## 1.13 PETS AND ANIMALS

**1.13.1** *Tenant shall not bring onto the Premises any animal of any kind for any reason without the prior written consent of Landlord.* If such consent is granted, in Landlord's sole discretion, then Landlord reserves the right to charge additional rent for the permitted animal and require an additional fee and/or security deposit from Tenant in such amount and under such terms as Landlord may determine.

**1.13.2** Nothing in Section 1.13.1 shall be construed to prohibit the Tenant from bringing into the Premises or Village Community any animal ("Exempt Animals") verified in advance by Landlord to constitute a service or support animal necessary to assist with or reasonably accommodate a disability, as provided under applicable federal and/or state laws and in accordance with Landlord's policies regarding Exempt Animals. Before bringing an animal asserted to be an Exempt Animal into the Premises or the Village Community, Tenant shall submit to Landlord a request to bring the animal onto the Premises or Village Community, provide such supporting information as Landlord may reasonably request to verify that the animal is an Exempt Animal and obtain Landlord's written verification that the animal constitutes an Exempt Animal. Exempt Animals shall be subject to all rules and policies of the Village Community applicable to animals/pets, except any rule or policy requiring additional deposits or rent and such rules or policies as may otherwise be modified by Landlord as a reasonable accommodation.

**1.13.3** If Tenant fails to comply with the requirements of this Section 1.13, Tenant shall be in breach of this Lease and shall forfeit Tenant's entire Security Deposit, which shall thereupon become additional rent and this Lease shall be subject to termination as provided in this Lease. Up to a \$1000 fine may be assessed to tenant's account for bringing on the property a non-approved animal.

By initialing below, you acknowledge and agree to the terms in Section 1.

X \_\_\_\_\_  
Initial Here

## 2. Policies

### 2.1 ASSIGNMENT AND SUBLETTING

**2.1.1** Tenant shall have no right to assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of Landlord. Landlord shall have no obligation to consent to any such assignment or sublease. Landlord shall have the right to assign all or any interest or right of Landlord under this Lease to any person or entity at any time.

### 2.2 MAINTENANCE AND REPAIR.

**2.2.1** Tenant must immediately report to Landlord any damage to the Premises for determination of responsibility and need for repair. Landlord will arrange for any needed repairs. Tenant agrees not to make any repairs to the Premises. If Tenant nevertheless makes or contracts for any repairs to the Premises in breach of this paragraph, such breach shall be grounds for termination of this Lease by Landlord and Tenant shall be responsible and liable for such repairs and the consequences thereof, including all costs of such repairs.

**2.2.2** Tenant shall be liable for any damages caused by Tenant's negligence, lack of proper maintenance (such as furnace damage caused by failure to clean or replace air filters), misuse (such as damage to a refrigerator caused by puncturing a refrigerator cooling system with a sharp object while trying to expedite defrosting or otherwise), pets, or any additional damage caused as a result of the Tenant's failure to timely report maintenance problems to Landlord or to properly care for the Premises. Tenant shall be responsible for damage caused by negligent overflows of water. Tenant shall be responsible for the costs of repair or replacement, as required, of damage or breakage caused by occupants or guests at the Premises. Tenant shall be responsible for any damage caused by others (i.e., vandalism, break-ins, etc.) which

Tenant does not report immediately (within twenty-four hours) to police or insurance company, as appropriate, and Landlord. Tenant shall be responsible, at Tenant's expense, for unplugging plugged toilets. Tenant shall pay for the costs of a plumber or roofer, unless it can be ascertained that the blockage was not the fault of Tenant. Tenant shall be responsible for snow and ice removal from appointed parking stalls, parking numbers on curb, balconies and sidewalks appurtenant to the Premises.

2.2.3 Tenant shall report any problems concerning the Premises, the building in which the Premises are situated, or any common areas to Landlord as soon as possible. Should Landlord determine that an expense for maintenance or repair was incurred as a result of misuse, waste, or neglect of the Premises by Tenant, or any other act or omission of Tenant, Landlord shall have the right to demand from Tenant reimbursement for such expense within twenty (20) days after the date such expense was incurred, and to apply all or any portion of the Security Deposit to such expense. In the event that Tenant fails or refuses to reimburse such expense upon terms acceptable to Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all remedies set forth herein.

2.2.4 Except in case of emergencies to protect against injury to person or damage to property, all requests by Tenant for maintenance or repairs shall be made to Landlord.

## 2.3 ALTERATIONS AND IMPROVEMENTS.

Tenant shall not make under any circumstances or at any time any alterations, additions, or improvements to the Premises, or wallpaper or paint any part of the Premises. Tenant shall not make any contract for construction, repair, or improvement to the Premises, and shall not cause or permit the filing of a mechanic's, materialmen's, or other lien against the Premises. Any alterations, additions, changes, or improvements built, constructed, or placed in the Premises during the Term, if any, shall be the property of Landlord and shall remain in the Premises at the termination of this Lease.

## 2.4 INSPECTION OF THE PREMISES

Landlord shall have the right to access all areas of the Premises for purposes of inspecting, maintaining, and repairing the same or having a contractor perform any work deemed necessary by Landlord. Where scheduling permits, Landlord shall attempt to give Tenant a minimum of sixteen (16) hours advance notice of any such inspection, maintenance, repair, or work; however, such advance notice shall not be required. In addition, Landlord shall have the absolute right to access all parts of the Premises at any time in the event that Landlord deems an emergency to exist, or in the event that Landlord feels such access is necessary in order to avert damage or injury to any person or property (including the Premises), or to prevent or investigate the violation or potential violation of any provision of this Lease. Landlord shall also have the absolute right to post signs directing potential future tenants to the Premises or advertising the Premises for sale, and to show the Premises to prospective purchasers and/or lessees at all reasonable times. The rights of Landlord under this paragraph shall extend to Landlord's employees, agents, and representatives.

## 2.5 ABANDONMENT BY TENANT

2.5.1 Abandonment of the Premises by Tenant shall constitute a breach of this Lease and shall entitle Landlord to all remedies under this Lease and applicable law. Landlord shall have the right to declare the Premises abandoned upon (a) Tenant's absence from the Premises for more than twenty (20) consecutive days without prior notification to Landlord; (b) Tenant's absence from the Premises for more than seven (7) consecutive days while in default of this Lease; or (c) the removal of Tenant's household furniture and other personal belongings from the Premises. Upon the occurrence of any one or more of the foregoing, or upon the occurrence of any other conduct by Tenant which indicates Tenant's abandonment of the Premises, Landlord shall be entitled to declare the Premises abandoned and to retake possession thereof. Landlord reserves the right to re-enter the Premises three (3) days after posting a notice of intent to retake possession of the Premises on the door of the Premises.

2.5.2 If the Premises are abandoned by Tenant, Landlord, at Landlord's discretion and as agent for Tenant, may relet the Premises for the whole or any part of the then unexpired Term, may receive and collect all Base Rent payable by virtue of such reletting, and, at Landlord's option, may hold Tenant liable for any difference between (a) the Base Rent collected by Landlord by virtue of such reletting and (b) the sum of (i) the Base Rent which would have been payable by Tenant under this Lease during the balance of the unexpired Term as though Tenant had not so abandoned the Premises and (ii) the aggregate Base Rent discount for the Term, if any.

2.5.3 All personal property remaining in or about the Premises for more than three (3) days after the termination of Tenant's tenancy (whether by expiration or termination of this Lease or abandonment of the Premises) shall be deemed and become the personal property of Landlord upon expiration of such three-day period. In further consideration of this Lease and in consideration of Landlord's handling, storing and disposing of such personal property, Tenant hereby assigns to Landlord all right, title, and interest of Tenant in and to such personal property and agrees that Landlord may keep, sell, or otherwise dispose of such personal property as Landlord deems appropriate in Landlord's sole discretion. Tenant further agrees that Landlord, in Landlord's discretion, may elect, but shall have no obligation, to hold such personal property for return to Tenant and in such event Landlord shall have the right to charge the expense of handling and storing such personal property against the Security Deposit or to otherwise recover such expenses from Tenant.

By initialing below, you acknowledge and agree to the terms in Section 2.

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## 3. Policies Continued

### 3.1 INDEMNIFICATION AND LIABILITY.

Tenant acknowledges Tenant's opportunity to fully inspect the Premises and accepts the Premises in their condition on the Commencement Date. Landlord shall not be liable for any loss, damage, or injury to Tenant or to any other person or to any property occurring on or about the Premises whatever the cause. Tenant agrees to defend, indemnify, and hold Landlord harmless from any and all claims, liabilities, damages, losses, suits, actions, and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to (a) any loss, damage, or injury to Tenant or to any other person or to any property occurring on or about the Premises whatever the cause; (b) the use or occupancy of the Premises by Tenant, Tenant's family, invitees, or guests, or any pets or other animals; and/or (c) Tenant's breach of any of the terms or provisions of this Lease. Tenant shall bear the risk of loss from whatever cause with regard to all personal property of Tenant kept in, on, or about the Premises. Tenant is hereby advised to obtain renter's insurance and liability insurance as any insurance maintained by Landlord does not cover Tenant's property or Tenant's liability. For purposes of this paragraph, references to "property" shall include pets and other animals. Tenant is required to have \$100,000 of liability insurance. Tenant agrees to provide proof of insurance or be enrolled in Landlord's tenant liability insurance policy on day of move-in. Prior to the Commencement Date, Tenant agrees to provide Landlord with proof of renter's insurance if there is an animal (other than an Exempt Animal) living in the Premises.

### 3.2 DESTRUCTION OF THE PREMISES

Destruction of the Premises during the Term of this Lease which is not caused by an act or omission of Tenant, or taking of the Premises by eminent domain, shall terminate this Lease as of the date of destruction or taking (except for the purpose of enforcing rights which may have then accrued hereunder), and Tenant shall immediately surrender the Premises to Landlord and pay Base Rent only up to and including the time of surrender. If the Premises are damaged but are capable of being repaired within a reasonable amount of time, Landlord shall have the option to repair the Premises and to collect Base Rent from Tenant in proportion to that portion of the Premises that have remained of use and service to Tenant, and this Lease shall continue according to its terms; provided, however, that upon completion of such repairs, Tenant's Base Rent obligation shall be immediately restored to its full amount as specified in Paragraph above. Any condemnation award arising in connection with the Premises shall belong exclusively to Landlord.

### 3.3 DRUG AND SMOKE FREE PROPERTY

Drugs, as herein to be understood, are defined as any illegal drug, any alcoholic substance and includes cigarette smoking, and/or possession of tobacco or nicotine in all its forms, including the use of e-cigarettes, E-cigar, E-Pipe or any other electronic smoking device. Except as provided below in this paragraph with respect to the legal possession and consumption of alcohol solely within the Premises, Tenant, Tenant's family, and Tenant's visitors and/or guests shall not possess, consume, manufacture, use or sell any drug in or about the Premises. Violation of this provision shall be grounds for immediate termination of this Lease without prior notice to Tenant. Tenant agrees that Landlord shall have the right to report evidence of drug-related activity to any law enforcement or other governmental authority, and that the reporting of such drug-related activity and the subsequent activities of Landlord, law enforcement, or other government officials shall not constitute interference with Tenant's quiet use, possession, and enjoyment of the Premises. The foregoing notwithstanding, Tenant may possess alcohol for legal consumption solely inside the Premises. Tenant shall not possess, store, keep, consume or use alcohol in or about the clubhouse, parking areas, common areas or anywhere else outside the Premises within The Village Apartments community. Tenant may keep and consume alcohol only inside the Premises. Smoking of any kind is only allowed on public property. The Village, LLC. is private property and all smoking related activity must be done on Pioneer Rd or further from the property.

### 3.4 VEHICLES

Only vehicles maintained in good operating condition and properly licensed may be parked in the Village Community. No trailers, campers, boats, or disabled vehicles may be parked or stored in the Village Community without Landlord's prior written consent. Trucks and other vehicles with more than one rear axle or larger than pickup models are strictly prohibited. Vehicles, bicycles, and other mechanical equipment may be driven or parked only in designated areas and never on lawns or sidewalks. There shall be no major repairs or disassembling of vehicles, no changing of oil or other vehicle fluids, and no used oil or other vehicle fluids being placed in garbage dumpsters or other receptacles at or about the Village Community. Unauthorized vehicles will be booted or towed at the vehicle owner's expense.

Parking Passes must be visible. If tenant changes cars or licence plates it is their duty to update the office's records. Retrieval of new parking pass will result in a \$10 charge to tenant's account.

### 3.5 PARKING

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Each apartment in the Village Community has one reserved parking stall within reasonable walking distance free of charge, provided that in no event shall Landlord be obligated to monitor or enforce parking availability or liable to Tenant for the unavailability of such reserved stall for any reason. Automobile license numbers of Tenant's and Tenant's guests vehicles shall be furnished to Landlord upon Landlord's request. It is the Tenant's responsibility to notify Landlord of new vehicles/updated vehicle information. Tenant assumes financial responsibility in the event his/her vehicle is towed due to not updating vehicle information with Landlord. All unreserved stalls are first come first serve for tenants only. Landlord reserves the right to build improvements upon, reduce the size of, relocate, reconfigure, eliminate, and/or make alterations or additions to such parking facilities at any time, and further reserves the right to tow or cause to be towed any violator(s) of the applicable parking rules and regulations, which towing shall be at the sole cost and expense of such violator(s). Landlord further reserves the right to regulate parking within the parking facilities, including without limitation the right to preclude Tenant from parking in certain parking spaces or requiring Tenant and Tenant's guests to park only in areas specifically designated from time to time by Landlord for that purpose.

**Guest parking is only located in 2 areas on the property. This is along the clubhouse and along the highway. Visitors parking in unmarked spots not in these areas will be booted or towed. It is the tenant's responsibility to understand this and notify their guests of available places to park their vehicles.**

### 3.6 SMOKE ALARMS

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Tenant hereby certifies that all smoke alarms located in the Premises are functioning properly as of the Commencement Date. It shall be the sole responsibility of Tenant to test and check all smoke alarms in the Premises on a frequent basis. If a smoke alarm in the Premises is battery operated, Tenant agrees to replace all such batteries when necessary. Tenant shall immediately report any smoke alarm malfunctions or failures to Landlord in writing.

### 3.7 BREACH OR DEFAULT

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**3.7.1** The failure of Tenant to pay any Base Rent, additional rent or other amount required under this Lease promptly when due, or to comply with any other term of this Lease, shall constitute a breach of this Lease and shall, at the option of Landlord, empower Landlord to terminate this Lease and pursue any and all additional remedies to which Landlord is or may be entitled under this Lease, by law or at equity. Any such termination shall not terminate Tenant's obligation to pay Base Rent, additional rent or any other amounts payable under this Lease for the balance of the Term.

**3.7.2** In the event of a breach or default by Tenant under any provision of this Lease, Landlord shall serve upon Tenant, if required by Idaho law and in accordance therewith, a three-day notice identifying the nature of such breach or default. If such breach or default may be cured by Tenant and Tenant cures the same within such three-day period, then Tenant shall be entitled to continue Tenant's occupancy of the Premises under the terms of this Lease. In the event that Tenant does not or cannot cure such breach or default, then Landlord, at Landlord's option, may declare this Lease to be terminated and may obtain possession of the Premises as permitted by Idaho law and/or seek any and all other remedies available at law or equity arising from Tenant's default.

### 3.8 WAIVER OF RIGHTS AND TERMS

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Any failure by Landlord to enforce any term or provision of this Lease shall not constitute a waiver of such term or provision, or any other term or provision of this Lease. The acceptance by Landlord of any portion of Base Rent, additional rent or any other amount due under this Lease before or after any default by Tenant shall not be construed as a remedy of any default or a waiver of any right of Landlord to affect any notice or legal action previously given or commenced. A waiver by Landlord of any term or provision of this Lease, or any other right of Landlord, shall be valid only if such waiver is reduced to writing and signed by Landlord, and only in the instance for which it is given. A modification of any provision of this Lease shall be effective only if such modification is reduced to writing and signed by Landlord and Tenant.

### 3.9 DELIVERY OF POSSESSION

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In the event that possession of the Premises cannot be delivered to Tenant upon commencement of the lease Term, and provided that such non-delivery is through no fault of Landlord, there shall be no liability on the part of Landlord, but the Base Rent obligations of Tenant under this Lease shall abate until possession of the Premises is delivered to Tenant. In any such event, Landlord shall have five (5) days in which to deliver possession of the Premises to Tenant, and if possession of the Premises is tendered within such time, Tenant agrees to accept the Premises and pay all Base Rent as provided in this Lease; however, if possession of the Premises is not tendered within such time, then this Lease and all rights under this Lease shall terminate and be of no further force or effect.

### 3.10 POLICIES AND RULES

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By executing this Lease, Tenant acknowledges receipt of a copy of the Village Community Policies and Rules (the "Policies and Rules"). Tenant agrees to review, become familiar with and comply at all times with the Policies and Rules. Tenant acknowledges that the Policies and Rules constitutes a part of this Lease and are incorporated herein by this reference. To the extent that the terms of the Policies and Rules conflict with the terms of this Lease, the terms of this Lease shall govern and be controlling.

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### 3.11 NOTICES

Any notice to Tenant shall be deemed served on the day when such notice is either personally delivered or posted on the main entrance to the Premises and mailed by first class mail. Tenant agrees that the posting of a notice on the main entrance to the Premises and the mailing of such notice by first class mail is the equivalent of personal delivery of the notice. Tenant agrees that any time period set forth in any notice shall not be expanded by reason of service of such notice by mail.

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### 3.12 ATTORNEY FEES

In the event that either party brings suit to enforce or interpret this Lease, or brings suit for damages on account of the breach hereof, the prevailing party shall be entitled to recover from the other party or parties the prevailing party's reasonably attorneys' fees and costs incurred in any such action, in addition to any other relief to which the prevailing party is or may be entitled.

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### 3.13 ENTIRE AGREEMENT

This Lease, including the attached Schedule 1, and the Policies and Rules, constitutes the entire agreement between Landlord and Tenant with respect to the subject matter thereof, all prior negotiations, understandings, representations, warranties, and agreements being merged therein. This Lease may only be amended by a written instrument signed by Landlord and Tenant.

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### 3.14 SEVERABILITY

Each provision of this Lease shall be interpreted in such manner as to be valid under applicable law; however, if any provision of this Lease is deemed to be invalid or prohibited under applicable law, then such provision shall be ineffective only to the extent of such invalidity or prohibition without invalidating or prohibiting the remainder of such provision or the remaining provisions of this Lease.

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### 3.15 GOVERNING LAW

This Lease shall be deemed to have been made in the State of Idaho and its validity, construction, breach, performance, and operation shall be governed by the laws of the State of Idaho applicable to contracts made and to be performed in the State of Idaho.

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### 3.16 BINDING EFFECT

The covenants and conditions contained in this Lease shall apply to and be binding upon the parties hereto, and their respective heirs, representatives, successors, and permitted assigns.

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### 3.17 TIME OF THE ESSENCE

Time is of the essence of this Lease, and of the performance of each and every term and provision hereof.

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### 3.18 TITLES AND HEADINGS

Titles and headings of paragraphs of this Lease are for convenience and reference only, and shall not affect the construction of any term or provision hereof.

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### 3.19 SUBORDINATION

Tenant acknowledges that this Lease, and all rights of Tenant under this Lease, are subject and subordinate to the lien of any and all mortgages, deeds of trust, and other security instruments executed by Landlord which may now or hereafter affect the Premises, or any part of the Premises, and to any and all renewals, modifications, and/or extensions of any such mortgages, deeds of trust, and security instruments. Tenant shall, on demand and without expense to Landlord, execute, acknowledge, and deliver to Landlord any and all instruments which may be necessary or proper to subordinate this Lease and any rights of Tenant hereunder to the lien of any such mortgage, deed of trust, or security instrument. Should Tenant fail at any time to execute, acknowledge, and deliver any such subordination instrument, Landlord may, in addition to any and all other remedies available to Landlord in consequence thereof, execute, acknowledge, and deliver such subordination instrument as Tenant's attorney-in-fact and in Tenant's name. Tenant hereby irrevocably makes, constitutes, and appoints Landlord (including Landlord's employees, agents, representatives, successors, and assigns) as Tenant's attorney-in-fact for such purpose.

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### 3.20 REMEDIES CUMULATIVE

All rights and remedies of Landlord under this Lease shall be cumulative and shall not be mutually exclusive.

### 3.21 COUNTERPARTS

This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Lease may be signed and delivered by facsimile or electronic transmission which shall be effective as an original.

### 3.22 INITIAL

IN WITNESS WHEREOF, this Lease is executed by each of the parties as of the dates set forth below. <<Property Name>><<Lease Signed Date>>

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Initial Here

## 4. General Clauses

### 4.1 OPEN BALANCE POLICY

#### \$1 to \$300

1. All agreements must be in writing.
2. Payment plan must be submitted within fourteen days of receiving final billing.
3. All payment terms must be approved by management.
4. *All money owing must be paid in full within 90 days.* Any balance owing at the end of 90 days will be turned over to collection immediately.
5. First 30 days will be no interest. At the end of each month after first 30 days a 3% (36% APR) finance charge will be added to the remaining balance.

#### \$301 to \$999

1. All agreements must be in writing.
2. Payment plan must be submitted within fourteen days of receiving final billing.
3. All payment terms must be approved by management.
4. Payments must be on a regular and consistent basis. Payments must be received on or before due date.
5. If a payment is not received on due date, the account will be turned over to collection immediately.
6. *All money owing must be paid in full within 12 months.* Any balance owing at the end of 12 months will be turned over to collection immediately.
7. First 30 days will be no interest. At the end of each month after first 30 days a 3% (36% APR) finance charge will be added to the remaining balance.

#### \$1000 or more

1. All agreements must be in writing.
2. Payment plan must be submitted within fourteen days of receiving final billing.
3. All payment terms must be approved by management.
4. Payments must be on a regular and consistent basis. Payments must be received on or before due date.
5. If a payment is not received on due date, the account will be turned over to collection immediately.
6. *All money owing must be paid in full within 12 months.* Any balance owing at the end of 12 months will be turned over to collection immediately.
7. First 30 days will be no interest. At the end of each month after first 30 days a 5% (60% APR) finance charge will be added to the remaining balance.

### 4.2 LEASE CONTRACT BUY OUT

I understand that by signing this lease, I am legally committed to the terms and conditions of my lease agreement for its entire length.

Once this lease is signed and a payment has been received, it is in effect and binding. I understand that I am not permitted to sell my interest in the lease.

If I seek to terminate my lease before the end of the lease period specified in this agreement, I must follow the process, and pay the Lease Buy Out Fee, specified in this section. I agree that I must notify The Village management *immediately* once I have decided to seek to terminate this lease and sign a Lease Buy Out Form, which will include, but not be limited to, the following:

I am required to give at least a 30-day notice prior to potential lease buy out move out date. Notice will be deemed given on the day that this form is signed and dated by a leasing staff member. Payment of rent is required during the notice period until the last day of the consecutive month (or notice month).
In addition to rent due during the notice period for an entire month, I am responsible to pay a Lease Buy Out Fee equal to 2 months of my current Rent.
I agree to have this fee paid within Ten (10) business days of my giving notice or my notice will be cancelled.
I understand that my Deposit cannot be used to help pay the Lease Buy Out Fee.
I agree to have the apartment clean in compliance with The Village Move Out Cleaning List.
I understand that I will have to pay for any cleaning required over the 2 allotted hours, and the cleaning company's rate is \$25.00 per hour. This may not be disputed.
I understand that if my notice is cancelled, I will be responsible for all rents and charges until the original lease end date listed on Schedule 1 or until I attempt another lease buy out notice period.
I understand that I am financially responsible for all charges and rent until the mutually agreed upon move out date.

**I understand that if I cannot pay the Lease Buy Out Fee within the time given, my Buy Out will be cancelled and my Lease will still stand and I will be expected to pay my normal rent until my original lease expires or until a subsequent buy out is successfully completed.**

*For tenants who received a discount:*

*I understand when I signed my legal contract, I received a discount/promotion based on the fulfillment of the original lease terms. Since I am pursuing a Lease Buy Out, I will repay all incentives given to me in the current lease.*

#### 4.3 RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned desires to use the amenities and exercise equipment ("amenities") offered by The Village Rexburg – Conduit Two, LLC, in its Clubhouse and otherwise on its grounds situated in the Village Apartments community in Rexburg, Idaho. The undersigned desires to do so all the while understanding and acknowledging that use of the amenities may be dangerous and may pose a significant risk to life and limb, and all the while affirming that the undersigned is healthy and suffers no illness or infirmity that would interfere in safe use of the amenities. With these affirmations and understandings, the undersigned, for the undersigned and the undersigned's spouse, children, parents, pets, estate, heirs, devisees, personal representatives, successors and assigns, hereby:

1. **RELEASES AND FOREVER DISCHARGES The Village Rexburg – Conduit Two, LLC, and The Village Rexburg – Conduit One, LLC, their affiliates, subsidiaries, agents, employees, officers, directors, members, and managers, and each of them, (hereinafter "Released Parties") from all liability for any losses or damages on account of injuries or losses sustained or suffered by the undersigned, including bodily injury, death, property damage, economic losses, and any other losses whatsoever, resulting from or related to the undersigned's use of the amenities.**
2. **ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE, ECONOMIC LOSSES, AND ANY OTHER LOSSES WHATSOEVER RESULTING FROM OR RELATING TO THE UNDERSIGNED'S USE OF THE AMENITIES.**
3. **WAIVES ANY AND ALL CLAIMS AND COVENANTS NOT TO FILE ANY CLAIM OR LAWSUIT AGAINST THE RELEASED PARTIES, OR ANY OF THEM, for any bodily injury, death, property damage, economic losses or any other losses whatsoever SUSTAINED OR SUFFERED BY the undersigned RESULTING FROM OR RELATED TO THE UNDERSIGNED'S USE OF the amenities.**
4. **AGREES THAT, IF ANY CHILD(REN) OF THE UNDERSIGNED UNDER 18 YEARS OF AGE USES THE AMENITIES, THE UNDERDSIGNED ASSUMES FULL RESPONSIBILITY for the supervision of the child (ren) and further assumes full responsibility and risk of bodily injury, death, property damage, economic losses, and any other losses whatsoever SUSTAINED OR SUFFERED BY THE UNDERSIGNED OR ANY child(ren) OF THE UNDERSIGNED RESULTING FROM OR RELATED TO the use of the amenities BY ANY CHILD(REN) OF THE UNDERSIGNED, AND HEREBY WAIVES, AND RELEASES AND FULLY DISCHARGES THE RELEASED PARTIES AND EACH OF THEM FROM, ANY AND ALL CLAIMS AND SUITS RELATING THERETO.**
5. **AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the RELEASED PARTIES, AND EACH OF THEM, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, DAMAGES, COSTS, EXPENSES, INCLUDING WITHHOUT LIMITATION ATTORNEYS' FEES, FINES, PENALTIES AND CHARGES OF ANY AND EVERY KIND OR NATURE RESULTING FROM OR RELATED TO USE OF THE AMENITIES BY THE UNDERSIGNED OR ANY CHILD(REN) OF THE UNDERSIGNED (COLLECTIVELY, "CLAIMS").**

6. AGREES THAT THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED, AND is intended to be as broad as permitted by Idaho law. If any portion of this agreement is determined by a court HAVING JURISDICTION to be invalid, the undersigned agrees that the REMAINDER OF THIS AGREEMENT shall continue in full force and effect.
7. THE UNDERSIGNED HAS READ AND THOROUGHLY UNDERSTANDS THIS AGREEMENT, SIGNS THIS AGREEMENT VOLUNTARILY AND AGREES THAT THIS AGREEMENT SHALL BE BINDING ON THE UNDERSIGNED AND THE UNDERSIGNED'S SPOUSE, CHILDREN, PARENTS, pets, ESTATE, HEIRS, PERSONAL REPRESENTATIVES, SUCCESSOR AND ASSIGNS.
8. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE UNDERSIGNED WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE MODIFIED, EXCEPT IN WRITING SIGNED BY THE VILLAGE REXBURG – CONDUIT TWO, LLC AND THE VILLAGE REXBURG-CONDUIT ONE, LLC.

SIGNED AND DATED<<Lease Creation Date>>

#### 4.4 COMMUNITY POLICIES AND RULES

So that all tenants (hereinafter, "Residents") may derive the fullest possible enjoyment from their respective apartments, each Resident of the Village Apartments community (the "Village community" or "community") must observe the following rules:

##### Email Notification

The Landlord (the "Village") uses email and text messaging to communicate with our Residents. The Village will send various email notifications regarding maintenance, grounds, vehicles, events, newsletters and more. Residents must check their email on a regular basis so you are aware of happenings around our community.

If phone numbers change, tenants must notify the office immediately or update their portal.

Blocking the communication numbers will be seen as a violation of the lease agreement.

##### Smoking

Smoking is NOT allowed anywhere on the property or in any apartment unit by any tenant or any guest. This includes in your vehicle in the parking lot. Smoking on Pioneer Road would be permitted because you would be on city property. Vaping is prohibited.

##### Military

Tenants who are serving in the military may terminate this lease with acceptable POS or change of position orders that prohibit them from living in the surrounding cities AND a 30 day notice from when the orders are given to the office. This means that once official orders are given to management, the 30 days begins then.

##### Pets/Animals

**The patio/balcony area is not a designated animal potty area and if it is found that you are letting your animal use the patio/balcony as such you will be fined \$50.00 per incident, and at landlord's discretion, failure to clean up animal waste is grounds for eviction. (Please refer to our Animal Application for further information on animals).**

The Village is a pet friendly property. The definition of a "pet" is a dog, cat, or fish that the Village approves to live at the Village. Service animals/support animals kept by those with disabilities, as contemplated by the Americans with Disabilities Act and Fair Housing Act, are still required to abide by the same rules and regulations as non-service animals except any rules and regulations modified as an accommodation.

Before animals, whether visiting or living permanently, may be brought onto The Village Rexburg property, the tenant keeping or hosting the animal must submit an Animal Application, obtain the Village's consent, pay the applicable animal fees and obtain renter's insurance. The animal must meet our minimum requirements, visitor animals included. Refer to the Animal Application for more information. The Animal Application is an addendum to the Lease. The Village reserves the right to modify such requirements on a case-by-case basis as an accommodation to those with disabilities.

Fish tanks over five (5) gallons are not permitted.

Animals may only relieve themselves in designated animal waste areas. Violators will be fined and/or are subject to eviction.

All animals *must* be kenneled when owners are not home. All animals should be box or potty patch trained for times of emergency. Maintenance will not go into the unit concerning a work order if an animal is not kenneled.

##### Recreational Facilities

These facilities are available for use during the hours posted and are subject to change at any time.

Policies for each room are established and posted outside each room. These policies reflect local government ordinances as well as sound management practices.
Smoking and consumption of alcoholic beverages is prohibited inside the clubhouse or anywhere on the outside of the property.
Persons under 14 years of age must be supervised by a responsible adult of 18 years of age or older while using recreational facilities.
In order for all Residents to be able to use the facilities, we ask that you limit your guests to two. You are responsible for the acts and activities of your guests while using the recreational facilities. If you have more than two guests, you must do a reservation through the office.
Resident identification may be requested by Village management at any time to ensure that only Residents and their guests use the facilities. Guests are not allowed to use facilities alone, and must be accompanied by a resident. Any guest found without a resident present will be asked to leave immediately.

### **The Clubhouse**

You may request limited reservation of the clubhouse. Please see management office for details. The following policies must be observed when using the clubhouse for private use.

Your reservation only pertains to one room of the clubhouse and does not preclude other Residents from using the other rooms of the clubhouse.
Advance reservations for the clubhouse must be made with the office. A non-refundable fee and/or deposit made payable to the Village may be required to reserve the clubhouse.
The clubhouse will be inspected the day following your function. If a deposit was paid, it may be refunded as long as there has been no damage, the clubhouse has been left in a neat and clean condition and all policies and rules are observed.
No overnight stays in any area or room of the clubhouse.
You are responsible for the acts and activities of your guests.
No smoking in or outside of the clubhouse or anywhere on the property.
No alcoholic beverages may be consumed inside the clubhouse.
No removing of any item inside the clubhouse from the clubhouse.

*No moving of furniture of any kind, including but not limited to, chairs, tables, couches, etc. is allowed without written consent from Landlord prior to reservation.*

### **Parking, Motor Vehicles and Bicycles**

All bicycles are required to have a numbered permit. These are available in the office free of charge. Bike racks will be checked periodically and any bikes found without permits will be removed from the bike rack until a numbered permit is obtained and applied to the bike. Bikes not claimed within 3 days will be disposed of by the Village.
All motor vehicles are required to be parked in designated parking stalls only. Visitors should be directed to park only in "Visitor Parking." We reserve the right to immediately tow all vehicles parked in areas or stalls not specifically designated for their use. Such areas include yellow or red curb areas, areas marked "No Parking" and/or fire lanes and any areas that obstruct dumpsters, driveways and/or walkways; as well as handicapped stalls.
While driving within the community, you must not operate your vehicle at a speed in excess of 5 miles per hour. Please be respectful of other tenants enjoying the grounds and obey all traffic signs.
Automotive maintenance and repairs are not permitted within the community. Inoperative vehicles, which include vehicles with expired licenses or registrations, are not allowed and will be towed at owner's expense.
Storage of any items in a parking stall or carport is not permitted.
Recreational vehicles, boats, trailers, and un-mounted campers may not be parked or stored inside the community. There is a parking area to the north of Buildings 1 & 2 that these items may be parked for a small monthly fee with written approval by Landlord.
Owners of cars with gasoline, coolant or oil spillage will be responsible for the cost of asphalt cleanup and/or replacement as deemed necessary by Village management.

Vehicles found to be leaking hazardous materials will be asked to remove the vehicle from the property until problem is corrected.
A motorcycle may not occupy an entire parking stall unless it is the Resident's sole form of transportation. If a Resident has both a motorcycle and a car/truck, the motorcycle must be parked in "Motorcycle Parking." Motorcycles may not be parked on sidewalks, patios, lawns or in walkways in the parking lot. ALL motorcycles MUST be street legal in the state they are registered, NO dirt bikes, or recreational vehicles will be allowed!
You must park your vehicle so your bumper is just back from the curb, whether it be sidewalk or grass. Our lawn care and snow removal equipment must have the entire sidewalk to travel on safely. If your bumper is over the curb we cannot do the lawn care or snow removal properly. If you are too far forward our equipment could snag your license plate.

The number of parking spaces available to Residents and visitors are limited. In order to ensure availability, a maximum of one (1) registered vehicle per licensed Resident is allowed. In some cases a third vehicle may be kept on the property with a small fee.
Each apartment has one, free of charge, reserved parking stall within reasonable walking distance. If there is a second vehicle, it must be parked in an unreserved stall. All unreserved stalls are first come first serve. It is your responsibility to keep the signage free of snow in the winter so others may know it is a reserved parking space.

**Patios, Balconies and Common Areas**

These policies are subject to change at any time under the discretion of the Landlord, and are required to be followed.

You must keep your sliding doors and windows closed and locked during your absence to protect against damage from rain and potential loss due to theft.
Patio area must be kept neat and orderly. All-weather furniture is permitted. Patio covers, either temporary or attached to the building are prohibited.
Storage of any kind other than weather-manufactured furniture and accessories is prohibited. (Bikes may <b>not</b> be stored on balconies or in stairwells and should be kept in designated bike rack areas.)
Leaving garbage, diapers, or animal waste outside your door or on your balcony to take to the dumpster later is prohibited. As you may or may not know, trash and other waste attract pests that are generally considered unhealthy. Leaving trash outside also brings with it some very unwelcome odors and in general detracts from the community's appearance.
Containers for "recycling" bottles, cans and paper must not be kept on the patio. No mops, rugs, tablecloths or clothing shall be shaken, cleaned or left in any of the public areas, or any window, door or patio.
Seasonal decorations may be installed or hung from patio areas, provided such decorations do not violate insurance or city fire codes. Seasonal decorations are to be removed at season or holiday end.
Satellite dish installation is prohibited along with any alterations to buildings.
Patio/balcony must not detract from the community's appearance. Resident shall, upon 24 hour notice, remove all such personal property and refrain from storing the same on the patio/balcony. If the items in question are hazardous, flammable or potentially dangerous, Village management may remove the items after the 24 hour notice has passed without the Resident moving said items.
Exterior windowsills and ledges shall not be used for storage of bottles, food, etc.
Residents are not permitted to place aluminum foil, reflective material, dark shades, cardboard or other window coverings of any kind other than the standard vertical blind on the windows.
Plastic or ceramic planters are permitted.
While we cannot possibly make a list of every item that is permitted and not permitted on your balcony we do ask that when in doubt call the office first. If you are planning to build any items on your balcony to be stored on your balcony you must get prior written approval from Village management first. Any damage including stains on the patio/balcony area will be charged to the tenant at move out.
International fire code will not allow BBQ grills to be used/stored within 10 feet of any building. BBQ's are only allowed to be used/stored on <i>ground floor garden style</i> apartments when placed 10 feet away from the building. They are not allowed to be stored under/on stairwells or second & third floor apartments. Buildings with garden style apartments include buildings 5 & 8-13 only! Community BBQ's are available on the patio south of the clubhouse for the residents enjoyment. Please follow the posted Grill Rules if using the Community BBQ's.

It is the Resident's responsibility to put something under their BBQ grill to protect the sidewalk or concrete from drippings. We suggest using cardboard, foil or something similar.

Do not dump grease or left over food in the grass, shrubs, bushes or rock beds. Doing so attracts unwanted pests that may enter your apartment and will also kill grass and shrubs. Do not pour grease over your balcony.

### Keys

It is required for Village management to have a key to your apartment in case of emergency. Should you lose or misplace your door or mailbox key, there will be a charge for each new key. The charge will be \$10.00. If Village management has to replace the complete lock/key combination the charge is \$200.00.

Locks may not be installed or changed by the Resident. Security devices may not be installed by the Resident without Village management's prior written approval.

### Lock Outs

A fee of \$50.00, will be charged on all lockouts occurring after regular office hours. Monday-Sunday. If on-site staff is unavailable to assist with lockouts, the Resident is responsible for charges incurred for service rendered by a locksmith.

### Guests

Residents are financially responsible for the actions of their guests, agents and invitees. If a guest is going to be bringing an animal onto the property to visit, you MUST have prior approval from Landlord, and provide a copy of current vaccinations BEFORE the animal is brought onto the property. Animals that are too young for rabies will be NOT allowed onto the property! Failure to follow through with these rules will result in a \$1,000 fine and/or eviction. Refer to your Lease and the Animal Application for more information regarding animals.

Residents and their guests shall not play or run in public halls, stairways, sidewalks, garage or parking areas. Items of any kind are not allowed to be stored under or about stairwells.

Guests are required to park in designated "Visitor Parking". Should guests not park in the designated spaces, they are subject to being towed/booted at the Resident's and/or Visitor's expense.

## 4.5 COMMUNITY POLICIES AND RULES CONTINUED

### Appliances and Fixtures

#### Dishwashers

Please do not overload dishwasher. Rinse dishes before putting in dishwasher. Use only detergents made for automatic dishwasher; we recommend Cascade detergent.

#### Disposals

Turn on cold water before starting your disposal and allow water to run at least 15 seconds after grinding is completed. Do not insert fibrous food waste such as corn husks, artichoke leaves, celery stalks, bones, egg shells, etc. Prevent plumbing stoppage by NOT pouring grease into drains or disposals. If your disposal stops, check the reset button on the garbage disposal located underneath the sink on the unit *before* calling the maintenance department.

#### Range

When using the Auto Clean feature on your self-cleaning oven, DO NOT place anything on top of the stove. The Auto Clean feature, when activated, will lock the door to the oven and get very hot. Placing any item on top of the stove could cause item to ignite and then causing a fire in the kitchen. The Auto Clean process takes about five hours from lock to unlock. The door will automatically unlock when the oven is cool enough to not hurt someone.

#### Refrigerators

Please do not use sharp objects to defrost your refrigerator, as they will puncture the freezer walls. Please do not use abrasive cleaning supplies to clean your refrigerator.

### Washer and Dryer

Your apartment comes equipped with a washing machine and dryer. Village management will explain its operation to you upon move-in if you require it. It is imperative that you do not overload either appliance as appliance failure can lead to either fire or flooding of the apartment. You are responsible for all such damages. You should never operate either appliance without being home for its full cycle.

Small items such as baby socks or bra pads should be washed inside a netted laundry bag. These items can get sucked into the pump and will cause damage. Netted laundry bags can be found in the same areas as irons and ironing boards in your local department store.

Cost of any repair or service on appliances and/or fixtures due to their misuse by Resident will be charged to that Resident; as will any damage caused by misuse.

The lint filter on the dryer must be cleaned after each use. Failure to clean out after each use could cause clothes to take longer to dry and cause fire.

### Water Heater

According to state law, the water heater in your apartment is set at 120 F. The temperature cannot be altered by Residents or Village management. For safety reasons, no items shall be stored near or on top of water heater.

### Fire Suppression System

Per the lease agreement, it is the Resident's responsibility to keep a working battery in each smoke detector in the apartment. If the smoke detector beeps that generally means the battery needs to be changed.

Some burning food will set off a smoke detector. As soon as the apartment windows are opened and the apartment has aired out, the smoke detectors should stop beeping.

If there is an actual fire, the sprinkler system will activate and water will come from the sprinkler in the room with the fire. Anytime a sprinkler activates, you can guarantee the apartments below will be flooded. Any flood cleanup is the financial responsibility of the Resident causing the problem.

Do not hang anything from the fire sprinklers inside your apartment.

### Air Conditioning

2ND AND 3RD FLOORS ARE THE ONLY APARTMENTS THAT HAVE AIR CONDITIONING.

In-window air conditioning units that stick out past the screen are not permitted. Newer units can now fit between the window sill and the screen. These are only allowed with written approval from management.

### General Maintenance

- Emergency maintenance is provided 24 hours a day. **After office hours, call 208-360-0180 for emergency maintenance requests.**

### Towing/Booting and Rates

- Vehicles that are not parked properly will be towed or booted. This includes but, is not limited to:
  - Visitor vehicles parked in tenant reserved parking that should be in visitor parking.
  - Vehicles parked along fire lanes.
  - Tenant vehicles not properly registered with The Village, as they will be seen as a visitor in our computer system.
  - Vehicles that are not in working condition.
- Booting Rates

During regular business hours

\$60 After-hours or holidays \$75

Towing and Booting rates are subject to change at any time from the contracted company and are not controlled by The Village. The purpose of this section is to provide a estimated price point.

### Exterminating

Please contact Village management immediately, if you notice any pests. There will be no charge for this service unless the pests are present as a result of your conduct. If your neighbors have pests, the Village may wish to exterminate your apartment unit as a preventative measure.

We welcome you to your new home and sincerely hope that you enjoy every day of your residency to the fullest. We appreciate your cooperation in making our community a happy home for all. If you have any questions, please contact Village management. All of the above policies and rules are subject to modification at any time by written notice to you, provided that any such policies or rules modifications will not modify the express terms of your lease agreement.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Initial Here

## 5. Sign and Accept

### 5.1 SIGNATURES

**Term:** The Term of this Lease shall commence on the Commencement Date and expire on the Termination Date, unless earlier terminated pursuant to the terms of this Lease.

**Non-refundable Refurbishing Fee:** \$150.00

**Security Deposit:** \$200.00

X \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed