

IDAHO RESIDENTIAL LEASE AGREEMENT

State of IDAHO

County of _____

PARTIES. This Residential Lease Agreement (“Agreement”) made this ____ day of _____, 20____ is between:

Landlord Name: _____ (“Landlord”)

Landlord Address: _____, AND

Tenant(s): _____, _____, _____ (“Tenant”).

The Landlord and Tenant are collectively referred to in this Agreement as the “Parties”.

NOW, for the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. LEASE TERM.

The term of this Agreement shall be a period of one (1) year, beginning on the ____ day of _____, _____, and ending on the day of _____, _____, _____ hereinafter known as the “Lease Term.”

2. OCCUPANT(S).

The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- [OCCUPANT(S) NAME(S)] (“Occupant(s)”)

- There are no Occupant(s).

3. PROPERTY.

The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

a.) Mailing Address: [PROPERTY MAILING ADDRESS]

b.) Residence Type: Apartment House Condo Other: [OTHER]

c.) Bedroom(s): [# OF BEDROOMS]

d.) Bathroom(s): [# OF BATHROOMS]

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

4. SECURITY DEPOSIT.

Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \$ ____ receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.

5. RENT.

The Tenant shall pay to Landlord the sum of \$ _____ per month (hereinafter referred to as "Rent") for the duration of the Term of the Lease. The Rent shall be payable on or before every ____ day of the month (hereinafter referred to as the "Due Date"), notwithstanding that the said date falls on a weekend or holiday.

- A. **Late Rent.** If Rent is not paid within ____ days of the Due Date, the Rent shall be considered past due and a late fee of \$ _____ or ____ % of the Rent past due shall be applied for every day Rent is late or occurrence Rent is late.
- B. **Returned Checks.** In the event that a check intended as payment for Rent is dishonoured for whatever reason, the same shall be considered as Late Rent with the late fee being payable on the same.
- C. **Application of payments.** Whenever there are different sums owed by the Tenant to the Landlord, any payment shall be applied first to those obligations other than rent including but not limited to association/community dues, Late Fee, repairs chargeable to the Tenant, and other charges notwithstanding any notations or specifications made by the Tenant on the application of any payment paid to the landlord.
- D. **Rent Increases.** The Rent payable shall not be increased or otherwise modified during the Term of this Lease. Any increase in Rent shall only take effect after the expiration of the Term provided in this Lease. Any increase in Rent to take effect upon renewal or extension of the Term of this Lease must be preceded by a ____ - day notice of the same from the Landlord to the Tenant.

6. RENT PRE-PAYMENT.

The Tenant(s) shall:

- Pre-Pay Rent in the amount of \$ _____ (US Dollars) for the following time-period starting on the ____ day of _____, 20__ and ending on the ____ day of _____, 20__. The Pre-Payment of Rent will be due at the execution of this Agreement.

- Not be required to Pre-Pay Rent.

7. PURPOSE.

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

- A residential dwelling only.

- A residential dwelling and: [OTHER USES FOR THE PREMISES]

8. FURNISHINGS.

The Premises is: (check one)

- To be furnished with the following items: [ENTER FURNISHINGS]

- Not furnished.

9. UTILITIES.

The Landlord shall provide the following utilities and services to the Tenant(s):
_____. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

10. PARKING.

The Landlord: (check one)

- Shall provide [#] parking space(s) to the Tenant for a fee of \$[PARKING FEE] to be paid at the execution of this Agreement on a monthly basis in addition to the rent. The parking space(s) are described as:
[DESCRIBE PARKING SPACES]

- Shall NOT provide parking.

11. PETS.

Pets are allowed on the premises only by obtaining the Landlords' written permission first. When possession of the property is given to the Tenant, only those pets listed on the Rental Application will be allowed unless subsequent written permission has been granted. "Pets" does not include animals trained to serve the handicapped, such as seeing-eye dogs, hearing dogs, or service dogs. These animals may be housed on the premises so long as they are in the direct service of those they were trained to serve and so long as Landlord is notified in advance in writing of the circumstances. In any case, when permission is granted, owners are required to pay an additional \$___ per month pet-rent charge for one or more. Additionally, a pet-application sheet must be submitted before move-in.

If problems with pets occur there are several ways it may be handled depending on the events. If the pet is anyway dangerous it will not be allowed on the premises. In the event of the owner being negligent in regards to cleanup or allowing access to areas that the pet could damage the tenant will be fined or money will be taken from the deposit. If the pet is a nuisance in anyway the landlord may make suggestions to how the pet is cared for or may require the tenant to attend a training course to be approved by the landlord.

Pets are never to be allowed in the yard unsupervised. Cleaning up after the pet is necessary immediately following defecation. Constant barking will not be permitted.

12. SMOKING POLICY.

Smoking on the Property is:

Permitted in the following areas: _____.

Prohibited on the Property.

13. WATERBEDS.

The Tenant: (check one)

- Shall have the right to use a waterbed on the Premises.
- Shall not have the right to use a waterbed on the Premises.

14. MAINTENANCE, REPAIR, & ALTERATIONS.

Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; Not obstruct or cover the windows or doors;
- d) Not leave windows or doors in an open position during any inclement weather;
- e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- g) Keep all air conditioning filters clean and free from dirt;
- h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

15. ABANDONMENT.

If Tenants leave the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at the Tenant's expense.

16. RIGHT OF ENTRY.

The Landlord shall have the right to enter the Property during normal working hours by providing at least ___ 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 Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

17. NOISE/WASTE.

The Tenant(s) 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(s) further agrees to abide by any and all local, county, and State noise ordinances.

18. 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.

19. RETALIATION.

The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

20. ENTIRE AGREEMENT

This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property. There are no oral agreements, understandings, promises, or representations between the Landlord and Tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Landlord and the Tenant in a written instrument signed by both parties.

Landlord's Signature: _____ **Date:** _____

Printed Name: _____

Tenant's Signature: _____ **Date:** _____

Printed Name: _____

Agent's Signature: _____ Date: _____

Printed Name: _____



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