



## RENTAL CONTRACT

This contract is between Jim and Mary Ellen Martin, Owner, and \_\_\_\_\_, Tenant. The property is described as \_\_\_\_\_, Moscow, Idaho 83843.

- TERM.** Beginning on \_\_\_\_\_, and continuing:  
LEASE until \_\_\_\_\_. OR  
LEASE Month to Month (contract may be terminated by either party with 30 days notice).
- RENT.** Rent will be \$ \_\_\_\_\_, per month, payable to **Martin Rentals**, 1003 Cedar Ave., Moscow, ID 83843. Rent is **due the 1<sup>st</sup> day of each month**. A \$25.00 late fee will be charged if the rent is not paid by the 5<sup>th</sup> day of the month. In the event that the payment is not received in full within 10 days after the due date, the Tenant will be in default of the lease agreement and will be served with a 3 day eviction notice. Any check returned from the bank for any reason will be charged the sum of **\$25.00**.
- SECURITY DEPOSIT.** The Tenant will pay a security deposit of \$ \_\_\_\_\_. The premises are to be clean, undamaged and left in good condition before the deposit will be refunded. Failure to return keys will necessitate a charge for replacement lock.
- ANIMALS.** No animals will be allowed on the premises without the prior written consent of the Owners.
- LEASE RENEWAL.** The Tenant agrees to give the Owner at least 30 days written notice, prior to termination of the lease, of their intent to negotiate a new lease or their intent to vacate the premises. If this is not done, the Tenant is to vacate at termination of the lease.
- UTILITIES.** The Owner will be responsible for providing water, sewer and garbage. The Tenant will be responsible for the payment of all other utilities and services. The Tenant is responsible for transferring all utility accounts into their name starting the first day of their lease.
- RULES AND REGULATIONS.** Should the Tenant become a nuisance to the neighbors (either by loud music, noise, odors, misuse of parking, misuse of common areas, or destruction of property), he/she will forfeit his/her damage deposit, be evicted, and held liable for any rent loss or damage under this lease.
- ORDINANCES AND STATUTES.** The Tenant will not use the premises for any unlawful purpose including, but not limited to, using, storing, manufacturing, or selling prohibited substances.
- MAINTENANCE, REPAIRS, OR ALTERATIONS.** The Tenant will keep the premises in a clean and sanitary condition; including shoveling the walks during winter and watering the lawns in summer (failure to do so will result in the owner hiring the job out at the Tenant's expense). Any violations of the Moscow City Water Conservation Ordinance No. 2007-13, will be considered a violation of the lease. The Tenant will immediately notify the Owners of any damage to the premises or its contents, or any inoperable equipment or appliances. The Tenant will be held fully accountable for broken water pipes due to freezing. The Tenant will surrender the premises, at termination, in as good

condition as received, normal wear and tear excepted. The tenant will be responsible for any damage caused by the Tenant or his or her guests. The Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owners. **It is understood that the Owner's insurance does not cover the Tenant's personal property.**

10. **ENTRY AND INSPECTION.** The Owners and owner's agents will have the right to enter the premises only between the hours of 8:00 a.m. and 8:00 p.m., and with at least 24 hours prior notice to Tenant. Exceptions to this policy being emergencies and in the case of default by the Tenant.
11. **ASSIGNMENT AND SUBLETTING.** The Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owners.
12. **INDEMNIFICATION.** The Owners will not be liable in any manner for any loss, injury, or damage to the Tenant or his/her guests or to the property thereof occurring on the premises, or in common areas. The Tenant agrees to hold the Owners harmless from any claims for damages, no matter how caused.
13. **DEFAULT.** Should the Tenant fail to complete the lease contract, the damage deposit will be forfeited and the Tenant will be held responsible for any rent loss under the contract.
14. **ATTORNEY AND COLLECTION FEES.** If, by reason of any default on the part of the Tenant in the performance of any provisions of this lease, it becomes necessary for the Owners to employ an Attorney or Collection Agency, the Tenant agrees to pay all costs.
15. **ADDITIONAL TERMS AND CONDITIONS.** None

**MONIES RECEIVED:**

FIRST MONTH \$ \_\_\_\_\_  
LAST MONTH \$ \_\_\_\_\_  
SECURITY \$ \_\_\_\_\_  
PET DEPOSIT \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

SAMPLE

The Tenant acknowledges receipt of a copy of this agreement:

Tenant \_\_\_\_\_ Date \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_