

FOR OFFICE USE ONLY

Lease Type

Continuing Renewal Returning Resident New Resident Bought Contract
From



2100 South 2nd Avenue, Pocatello, ID 83201 - (208) 478-4222

Student Housing Residential Lease Agreement

This is a legally binding contract. Read the entire document carefully before signing.

Parties Occupants of the Premises (hereinafter referred to as "Resident"); and the herein named apartment community/owner (hereinafter referred to as "Owner") enter into this Student Residential Rental Agreement as follows:

Premises 2100 South 2nd Ave APT # located in Pocatello City, State of Idaho (herein referred to as the "Premises") is for use as a private residence only, according to terms set forth herein. Resident is being assigned a specific bedroom within the Premises and has joint possession with other occupants of the remaining living areas, kitchen, and bathrooms. No other occupants' shall reside in the Premises except as listed above. Occupancy by guests remaining overnight will be considered to be a violation of this provision unless prior written consent is given by Owner. Owner may require resident to move during the lease term to a similar unit/room within the same community. Owner must give tenant three (3) days notice of such change.

Rent and Fees Total Contract Price \$ Resident shall pay the Total Contract Price as follows:

One Payment \$ to be paid in full on the day of , 20 or Please see payment sheet(s).

Monthly payments are due on or before the 1st day of the month

Late Fee \$30.00 accrues on the 5th day after payment is due. Service of Notice Fee \$10.00

Initial

Security Deposit \$ 230.00 Non-Refundable Lease Initiation Fee \$ 65.00 & Utility Fee \$15.00

Contract Transfer Fee \$150.00 Unit Transfer Fee \$100.00 Daily Fee \$15.00

Term The initial term of this agreement shall commence on , 20 and shall end on , 20 Occupancy will start on the commencement date unless the premises are not ready for occupancy. Owner shall not be liable for any damages in the event the premises are not available for occupancy on the commencement date. This agreement will automatically renew on a day to day basis. The above Daily Fee shall be payable on a daily basis in the event Resident remains in the Premises after the expiration of the Term. Additionally, Owner may increase the rent at the expiration of the term upon thirty (30) days written notice or with three days notice after the term expires. The Lease Initiation Fee above shall be paid upon execution of this agreement and shall be deemed consideration for the institution of this agreement and is not a deposit.

Security Deposit 1. Resident agrees that security deposit above shall be payable on/or before signing of this agreement. Resident agrees to promptly reimburse the security deposit within five (5) days after notice is given and Resident may not apply any portion of the security deposit to any rent.

Resident's security deposit will be refunded up to \$150.00, if all of the conditions of this agreement are fulfilled, including:

- a. The full agreement term has expired or the agreement has been terminated without default of Resident and Resident has not "held over". "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination.
b. Resident has provided a written notice of intent to vacate to Owner prior to vacating. This provision does not allow Resident to terminate the lease prior to the expiration of the initial term.
c. Resident has no other monies due pursuant to any term or condition of this agreement or any other amounts due to Owner from any other agreement, arrangement, or indebtedness.
d. Resident has thoroughly cleaned the Premises, appliances, and fixtures. Resident acknowledges that there are specific charges that Owner may charge for cleaning and damages. Resident does affirmatively agree to have Owner's agents inspect the premises prior to move-out. The Owner will be entitled to and may deduct from the security deposit monies due pursuant to the Owner's cleaning charge list and all other reasonable charges to accomplish cleaning or repair from damage to allow the premises to be re-rented and not limited to, attorney's fees and court costs, that may be made as against Owner (its officers, directors, employees. All individuals using or occupying the Premises have surrendered the Premises to Owner, and all keys to the mailbox, Premises, and all other keys related to the Premises are turned in to the Owner.

2. Within thirty (30) days following the later of Resident's surrender of said Premises to Owner. Owner will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made.

Initial

3. It is the Resident's obligation to provide Owner with all required notices prior to move-out. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand.

This Contract Is NOT Cancellable (Initial)

- Cleaning** Resident agrees to maintain all of the premises including common areas in a clean and sanitary condition. Owner may inspect the premises to insure that the premises are properly maintained. If, in Owner's sole judgment, the premises need to be cleaned, Resident shall have twenty-four (24) hours to properly clean the premises. Thereafter, Owner may have the premises cleaned and such costs shall be assessed to each and every responsible Resident, jointly and severally.
- Common Area** Each premise contains multiple rooms with common areas (kitchen area, living room, bathrooms, etc.). Resident is jointly and severally responsible for the upkeep and maintenance of the common areas. Damages to this area shall be assessed jointly and severally to all Residents of the premises. Resident agrees to immediately report any lease or rules violations, or damages caused by other Residents or their guests. Failure to notify of violations shall be deemed an evict able violation. Unoccupied rooms are not considered common area and shall not be used for any purpose.
- Credit Checks** Resident agrees that Owner may conduct background, criminal history, and credit checks at any time after application, during the term of this agreement or thereafter so long as Resident has an outstanding balance due to Owner.
- Transfers** With written approval of Owner, Resident may transfer the obligations of this agreement by obtaining an approved substitute resident and paying the contract transfer fee. The substitute resident must meet the same criteria as required of a new resident and must be able to move into the same premises. Resident may also request a transfer to other available premises by payment of the room transfer fee. The unit must be available and Owner may deny such transfer for any or no reason. Such transfer may require the signing of a new agreement but in any event shall obligate Resident to the same terms and conditions as contained herein.
- Move-Out Notice** Resident shall give written notice to Owner prior to vacating the premises.
- Rules & Regulations** Resident, its guests and other occupants shall comply with all written rules and regulations which shall be considered part of this lease. Such rules and regulations shall be available for review from Owner upon request during normal business hours. Owner may make reasonable rule changes if made in writing and notice is given to all Residents. Such rules may be changed or modified at any time with thirty days notice to Resident. Resident agrees that the conduct of Resident, his guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Resident shall be liable to Owner for damages caused by Resident, its guests or other occupants. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises and other areas which are reserved for Resident's private use shall be kept clean and sanitary by Resident. Garbage shall be disposed of only in appropriate receptacles. Swimming pools, storage rooms, laundry rooms and other facilities, amenities, and common areas are available to Resident as a privilege and not a right granted under this agreement, and are to be used wholly at the user's risk. Any person including Resident may be restricted from usage at Owner's sole discretion. All written rules may be enforced through Owner's representatives or agents and Residents shall hold same harmless for reasonable enforcement. Owner may regulate the manner, time and place of all parking. Owner may regulate, limit, or prohibit from the premises and the areas owned by Owner the following: motorcycles, bicycles, tricycles, skateboards, weight equipment, treadmills, recreational vehicles, boats, trailers, inoperable vehicles, furniture movers, delivery men, solicitors, guests who have lived or stayed in Resident's Premises more than three consecutive days without Owner's prior written permission, former tenants, and guests who, in the Owner's reasonable judgment, have been disturbing the peace, disturbing other residents, may cause a threat to other tenants or who have or may be violating rules and regulations. Resident acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules may be changed or modified at any time with thirty days notice to Resident.
- Premises Condition** Resident has the right to inspect the Premises prior to signing this agreement. Resident acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged by Owner. Resident by taking possession of the Premises evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary and good-working condition and that any exception has been delivered to Owner in writing within 48 hours of taking of possession of the Premises. Owner makes no warranty of any kind, expressed or implied, and relies upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this agreement (excepting normal wear and tear). Resident will return the Premises to the Owner in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Owner.
- Repairs/Cleaning** Resident agrees to request all repairs and services **in writing** from Owner's designated representative. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Resident shall notify Owner's representatives immediately. Owner shall act with due diligence in making repairs; the lease shall continue, and rent shall not abate during such periods. Resident will also be responsible for, and will reimburse Owner for, any damages or loss caused by the negligence, carelessness, abuse or intentional misconduct of Resident, Resident's family, occupants, pets, or guests. If the damage to the Premises, regardless of how caused, is substantial in the reasonable judgment of Owner, Owner may terminate this lease by giving written notice to Resident. The costs of repairs, restorations and replacements shall be paid for by the Owner if rendered necessary by normal wear and tear. Otherwise, if such repairs, alterations or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Resident and/or Resident's guests then all such costs shall be paid by Resident. Resident agrees to reimburse Owner for all such costs within five (5) days of notice. Such reimbursement shall be a priority payment over all other obligations of Resident to Owner. Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. **Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance**

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**Right of Entry** Owner may enter the premises during reasonable hours with or without notice in order to inspect, make repairs, provide general or preventive maintenance, replace filters, leave any notices or other reasonable business purposes while Resident is present in the Premises. If resident is not present at the Premises, then owner will have the same right to make such entries by duplicate or master key but will leave written notice of and the reason for any such entry made. If, in Owner's opinion, there exists an emergency or a violation of this agreement, Owner may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of the premises. It is the intent of the parties hereto that this provision grant to Owner immediate access if Resident is in default of any term of this agreement and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible.

**Mold & Mildew** Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including agents, managers, and affiliates as a result of or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of Resident or any guest or occupant living within the premises. Resident further agrees that Owner shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the premises resulting from mold or mildew. Resident shall indemnify Owner from any liability relating to mold or mildew resulting from damages to any person or property within Resident's premises regardless of the source of the mold or mildew. Resident agrees to immediately notify Owner of the existence of any mold or mildew within the premises.

**Military Clause** In the event Resident is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, then resident may terminate this agreement by giving thirty (30) days written notice as provided herein and by the Act. Resident agrees to furnish Owner a certified copy of his official orders which warrant termination of this agreement. Permission for base housing does not constitute a permanent order. Other termination as provided under the Service members' Civil Relief Act will be allowed as provided by that Act.

**Limited Liability** Owner will not be liable for any damages or losses to person or property caused by any Resident or any other person including, but not limited to, any theft, burglary, assault, vandalism or other crimes. Owner shall not be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) or Resident from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, explosions, interruptions of utilities or acts of God or negligent behavior of Owner or its agents unless such injury or damage is caused by **gross negligence** of Owner or its agents. **IT IS MANDATORY THAT ALL RESIDENT SECURE \$50,000 IN LIABILITY COVERAGE OF RENTERS INSURANCE. (PERSONAL PRPRTY COVERAGE IS HIGHLY RECCOMENDED BUT NOT MANDATORY.) TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES RESIDENTS MUST HAVE PROOF OF RENTERS INSURANCE AT THE TIME OF MOVE IN.** Resident agrees to indemnify and hold harmless Owner and its representatives from any and all liability for actions or inactions of Resident which cause damage or injury to any party or person. Resident agrees that locks and latches are acceptable subject to Owner's duty to make needed repairs upon request of Resident. Upon payment of a reasonable charge, Resident shall have the right to require Owner to change (re-key) a door lock. Resident may not place its own locks on the Premises. Resident shall pay for and replace smoke detector batteries as needed. If Owner's employees are requested to render services not contemplated in this agreement; Resident agrees to hold Owner harmless for all liability regarding the same. This agreement is (a) subordinate to all present or future mortgages or security interests placed on the property of which these premises are a part; and (b) subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Owner does not provide security for the benefit of Resident, Resident is responsible for its own safety and security. Because of the nature of student housing, Owner does not warrant the reputation or conduct of any Resident. Resident is responsible for its own safety and is encouraged to secure its property and valuables. Owner shall not be liable for actions of any Resident.

**Initial**

**Disability** It is the policy of Owner to reasonably accommodate all handicaps and disabilities as defined under state and federal laws. It is agreed that Resident shall notify Owner of any disability or handicap in writing to insure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Owner in writing of any disability or handicap, Owner shall not be liable for damages suffered by Resident. It is agreed that Owner is under no obligations to accommodate Resident until proper notification with supporting documentation if necessary.

**Default by Resident** The following events shall constitute events of default (a) failure to pay any payment including first month or any other sums due and owing by Resident to Owner pursuant to any terms of this agreement; (b) failure to perform all or any part of this agreement or a violation of this agreement or any of the rules and regulations adopted by Owner; (c) Resident's abandonment of the premises--abandonment is hereby agreed to mean Resident's absence from the premises for fifteen (15) consecutive days without first notifying Owner and with the rent unpaid and no reasonable evidence that Resident is occupying premises other than items of personal belongings left in said Premises; (d) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of current lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties) Resident shall be liable to pay rent for the hold-over period and to indemnify Owner and/or prospective Resident for damages including rental loss, lodging expenses and attorney's fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand. Resident shall be liable to Owner for any and all costs incurred as a result of any breach by Resident. It shall further be a violation of this agreement for Resident to fail to notify Owner of any violations by other Residents or Occupants. It shall be an affirmative obligation of Resident to notify Owner of any violations of the Rules and Regulations or lease agreement of any other Resident.

**Initial**

**General** **No oral agreements have been made.** Nor shall any oral agreements be allowed between the parties during the term of Resident's occupancy. This agreement is the entire agreement between the parties and it may be modified only in writing signed by all parties except for reasonable rule changes or additions to the Owner's "Rules and Regulations." This agreement integrates all previous agreements except those entered into concurrently. All of Resident's statements in the rental application were relied upon by Owner in executing this agreement, and any misinformation therein shall be considered cause for immediate termination by Owner of Resident's right of occupancy. **Resident may not withhold rent or offset against rent** except as specifically allow and provided for by law. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this agreement. In addition, each Resident shall be jointly

and severally liable for any treble damages accessed pursuant to State law, even if one Resident vacates the premises appropriately. No Resident shall be released from this agreement unless in writing. Liability under this agreement continues until all occupants and Residents vacate or a new lease is signed. In the event any Resident transfers to other units, any amounts due for rent or damages shall automatically transfer as rent to the new units and shall be immediately due. Owners past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the prevailing party shall be entitled to recover costs of collection, attorney's fees and all other costs of litigation from the non-prevailing party. **All amounts past due and/or in any lawsuit judgment shall bear interest from due date at the rate of twenty four percent (24%) per annum compounded daily.** Any clause declared invalid by law shall not invalidate the remainder of this agreement. In the event Resident brings a claim against Owner or its agents with a state or federal agency, Owner shall be entitled to recover as against Resident any attorney fees or costs and damages for its time (including an hourly rate for Owner or its agent's time) if the agency fails to make a finding against Owner. This agreement may not be assigned by resident nor the premises sub-let.

**Miscellaneous** **Monthly Payment is due on or before the day stated by 5:00 p.m.** Payment paid after such date and time is delinquent. If all payment and other accrued fees are not paid on or before the date stated in payment and Fees above, before 5:00 p.m., Resident agrees to pay a late charge as stated above. Any check returned shall accrue such additional charges as allowed by law which shall be in addition to the late fees. In the event, Owner determines to serve any notice upon Resident due to Resident's failure to pay payment or for Resident's violation of the rules and regulations, Resident shall be liable to Owner for the Service of Notice Fee stated above. Owner may without notice require payments in money orders or cash. Acceptance of personal checks is not required. Electronic payments are not deemed received if paid after service of a n eviction notice. Owner shall be entitled to reject and return such funds paid electronically if done so within 5 (five) days of notice of the payment. Resident shall notify Owner when paying electronically. As used in this agreement, rent shall mean all obligations of this agreement owed to Owner including but not limited to monthly rent, late fees, service fees, attorney fees, damages, month to month fees, court costs, and security deposits. However, for accounting purposes only, payments shall be applied in the following order, first to security deposits, rent, damages, late fees, services fees, month to month fees, court costs, attorney fees, and lastly to all other amounts due payment. The non refundable portion of the deposit, provided herein shall be deemed to apply to the operational costs of Owner in preparation of documents, files, and such other costs incidental to the leasing of the premises. It is in addition to any application fee which may be charged. The above rental rate is for a furnished Premise. Resident's right to possession and all Owner's obligations are expressly contingent on prompt payment of rent, and use of the premises by Resident is obtained only on the condition that the rent is paid on time. Payment of rent shall be an independent covenant and all monies received by Owner shall be applied first to non-rental obligations of Resident, then to the oldest rental amounts due, regardless of notations on checks. After the term above, at least thirty (30) days prior written notice is required for any rent increase or changes in any other fees.

**Early Vacate** If Resident does not fulfill the entire term above (even if such failure is due to eviction by Owner), Resident shall be liable to Owner for the costs incurred by Owner as a result of the early termination. These costs are in addition to the other damages and payments (including future payments) that may be assessed pursuant to this agreement. They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-leasing the premises.

**Rent Increases** If, during the lease term, taxes, utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of ten percent (10%), Owner may increase Resident's rental amount in a pro-rata amount (based upon total bedrooms and bathrooms) with thirty (30) days written notice. In addition, if any utility or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be accessed directly to Resident in a pro-rata amount as stated herein or as otherwise assessed by such entity. Business license fees may be directly passed on to Resident as they are imposed by any municipality. Payment of such amount is due ten (10) days after Owner sends the billing.

**Illegal Activity** Resident may be evicted from the Premises without further notice or opportunity to cure for any illegal activity conducted by Resident, any occupant, or guest whether or not such activity is cited by a police authority. **Since occupancy may include minors, there shall be no alcohol or tobacco products allowed on the premises. Possession or use of alcohol or tobacco on the premises is grounds for immediate eviction. Possession of firearms, weapons, ammunition, explosives, or hazardous materials is also grounds for immediate eviction.** Additionally, Owner may assess a violation fee of \$200.00 for each violation of alcohol or tobacco. Resident is responsible for reporting any illegal activity in any common area.

**Utilities** **Owners are paying for all Idaho Power Utilities and Intermountain Gas services. However, excess usage will be billed to resident.** Excess usage is defined as "utility bills which are more than 5% of average utility bills for like units". All utility services whether provided by Owner or Resident, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Owner, nor is Owner liable for interruption or termination.

Initial

Utilities to be paid and established by Owner: Resident average **\$ 30.00**

**Pets** Resident may not keep a pet of any kind on or near the premises. For any violation of this provision, in addition to Owner's other remedies, Owner may charge and collect the sum of \$50 per day, per violation. All costs of cleaning, de-fleeing or other damage or loss suffered on account of a violation of this section shall be promptly paid to Owner by Resident. Violation of this provision will allow Owner to commence eviction on the basis of nuisance without any further notice or opportunity to cure.

Initial

**Lien** By this agreement, Resident grants to Owner a security interest in any and all property which is placed on the property of Owner pursuant to the Residents occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. This security interest shall become effective upon any rent or fees being due and unpaid. Owner shall have the right to retain such property and utilize it to satisfy any monies due. This security interest shall be deemed effective against all property in the premises and shall be in addition to the Landlord's Lien. Owner may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items.

**Smoking** Smoking is not allowed on the premises. Resident specifically agrees to abide by the smoking policies of Owner. No smoking is allowed within the premises or anywhere on the property.

**Default by Owner** Owner agrees to act with diligence to: (a) keep common areas reasonably clean, (b) maintain fixtures, furniture, hot water, heating and/or air conditioning equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation; and (d) make all reasonable repairs subject to Resident's obligation to pay for damages caused by Resident, it's guests or other occupants.

**Move in Discounts** Subject to completion of the terms of this lease, Owner shall grant to Resident the following discounts:

\_\_\_\_\_  
In the event Resident fails to complete the entire term (regardless of the reason even eviction by Owner) or violates any other term of this agreement, Owner shall be entitled to recover the amounts stated above that were discounted to Resident.

**Other Conditions** \_\_\_\_\_

***This is a binding legal document. This Contract Is NOT Cancellable.***

***Resident acknowledges reading all of this agreement and any addendums carefully before signing.***

**RESIDENT OR RESIDENTS:**

**OWNER OR OWNER'S REPRESENTATIVE**

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Resident signature

Owner's Name- **TRITON STUDENT COMMUNITIES**

Notary \_\_\_\_\_

Address- **2100 South 2<sup>nd</sup> Ave**

(Needed if mailing in contract)

City- **Pocatello, Idaho** Zip- **83201**

DL # \_\_\_\_\_ State \_\_\_\_\_

Cosigner/Guarantor: The undersigned guarantor does hereby accept responsibility for all terms of this agreement. The undersigned acknowledges that notice of obligations under this agreement, should the rent become delinquent, will be sent to the person at the address listed below.

\_\_\_\_\_  
Cosigner/Guarantor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Resident

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone/Fax

I give my permission to Bengal Creek's representative to speak to my parents, in regards my residency.

\_\_\_\_\_ Date \_\_\_\_\_

Resident signature

Parents Name \_\_\_\_\_ Phone # \_\_\_\_\_

E-mail address \_\_\_\_\_

I give my permission to Bengal Creek's representative to give my e-mail address and/or phone number to any of my roommates.

\_\_\_\_\_ Date \_\_\_\_\_

Resident signature

I give my permission to Bengal Creek to use any picture of me or that I may be in.

\_\_\_\_\_ Date \_\_\_\_\_

Resident signature