

Tenant Rules

All leasing tenants agree to the basic following terms when they rent a property from MK Properties by Design, in addition to the complete lease terms, when signing their unit lease agreement:

- **Communication.** Owner and Tenant will communicate using a third party Property Manager at MK Properties by Design. Tenant will be given all contact information for Property Management and other resources upon receiving the keys to the Premises and move-in.
- **Rent.** Tenant will pay Landlord a monthly rent for the agreed upon Term in the signed Lease. Rent for any period during the Term which is for less than one month will be a pro rata portion of the monthly installment based on a thirty (30) day calendar month. Rent is past due on the 2nd day of each month. If rent has not been received by 5:00pm MT on the 5th day of the month (no exceptions for weekends, holidays, or postage delays), it is considered late and Tenant will be charged and agree to pay a late fee of \$50.00 plus \$10.00 per day thereafter; until rent is paid in full. A \$35.00 charge will be assessed for returned checks. Rent is not considered paid or received until Tenant's check clears the bank. Any rent and/or late fees that have not been paid in full by the end of each month will terminate this Agreement at fault of the Tenant.
- **Security Deposit.** Upon signing the Lease Agreement, Tenant pays a security deposit to Landlord, if not held over by previous Lease Agreement. The security deposit will be retained by Landlord as security for Tenant's performance of their individual and collective obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit, minus an \$100 base cleaning fee, if Tenant returns possession of the Premises to Property Management in the same condition as accepted, ordinary wear and tear excepted. Within thirty (30) days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. Work that is completed by the Landlord will be charged at a flat rate of \$20.00 per hour. Work that is hired out to licensed contractors will be charged at contractor's market rate. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.
- **Use of Premises.** Occupancy by anyone other than those named and/or noted in the Lease Agreement for more than 10 nights shall constitute a breach of the Rental Agreement, unless prior consent is obtained in writing by Landlord. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant and/or Tenant's guests or invitees.

- **Condition of the Premises.** Tenant has examined the Premises, including the appliances and fixtures, and acknowledges that it and they are in good condition and repair, normal wear and tear excepted, and accept it and them in their current condition.
- **Maintenance and Repairs.** Tenant will maintain the Premises, including the grounds and all appliances and fixtures, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances or fixtures from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord via Property Manager for such repairs. Property Manager will serve to communicate and arrange all necessary maintenance between Landlord and Tenant. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement.
- **Reasonable Accommodations.** Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent, and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing the reasonable accommodation. Landlord and Tenant will work together to make accommodations for Tenant's physical and/or mental limitations, but not so much that it would require irreparable damage to the home and/or financial hardship for the Landlord.
- **Sex Offender Registry.** Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that Tenant is solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which they reside.
- **Compliance.** Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority.
- **Mechanics' Lien.** Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant.
- **Alterations.** Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements (consented or not) to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration,

addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and must provide Landlord a copy of all keys.

- **Pets.** The Tenant is allowed to keep pets (dog and/or cat) on Premises. The Tenant will pay a \$250 refundable pet deposit, plus an additional \$25 fee per month, per pet. The Tenant is not allowed to have or keep any additional pets, even temporarily, on any part of the Premises, without written consent from Landlord. No more than four (4) pets will be allowed in the unit at any time. The unauthorized presence of any pet will subject the Tenant to penalties, damages, deductions and/or termination of this Agreement. Properly trained service animals that provide assistance to individuals with proper documentation may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. The Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord). Any pet that is to be taken outdoors must be well trained and on-leash while outside of designated off-leash areas. Pets are to be well trained and respectful of other Tenants and Tenant's property. Any injury and/or damages inflicted by pets upon other Tenants and/or Tenant's property is the responsibility of the subject pet's owner.
- **Wild Animals.** Tenant or any of Tenant's guests shall not, under any circumstances feed any wild animals; including but not limited to: racoon, turkey, fox, coyote, deer, elk, mountain lion.
- **Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate the Lease Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.
- **Assignment and Subletting.** Tenant will not assign the Lease Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises without obtaining Landlord's prior written consent.
- **Insurance Requirements.** Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligations under this Agreement, Tenant will pay the additional amount of premium as additional rent under this Agreement.
- **Default.** In the event of any default under the Lease Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, Landlord reserves the right to serve a 3 Day Notice to Pay Rent / Comply / Quit. If Tenant fails to correct the default after 3 days, the eviction process will begin. Landlord may also terminate this Agreement by giving a thirty (30) day written notice to Tenant. After termination of the Lease Agreement, Tenant remains liable for any

rent, additional late costs, including costs to remedy any defaults, and damages under this Agreement.

- **Condemnation.** If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under the Lease Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemning authority the entire amount of any award made in any proceeding. Tenant waives any right, title or interest which Tenant may have to any such award and agrees to not make any claim for the Term of this Agreement.
- **Hazardous Materials.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. No fireworks on Premises.
- **Quiet Enjoyment.** If Tenant pays the rent on-time and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.
- **Parking / Vehicle Storage.** Tenant agrees that all vehicles must be legally registered and insured as required by the state of Idaho. Tenant vehicles are to remain in working order and able to be operated in a safe and lawful manner. No Tenant vehicle shall be parked in a way that interferes with other Tenants or right-of-way access. Any vehicle in need of repair shall not remain in non-working order for more than 1 week's time unless specific permission is given by Landlord.
- **Smoking.** Neither Tenants, guests, nor any other person shall be allowed to smoke in the unit or within 25 feet of the unit. Tenants may smoke in the designated smoking areas, discarding any waste in designated waste bins. Any violation shall be deemed a material violation of the Rental Agreement. Tenants understand that any damage caused by smoking any substance will be considered damage. Damages include, but are not limited to, anything that results in a need for deodorizing, repairing or replacement of carpet, wax removal, additional paint preparation, replacing of drapes, countertops, or any other surface damaged due to burn marks and/or smoke damage.
- **Noise.** Tenants agree that between the hours of ten o'clock (10:00) P.M. one day and eight o'clock (8:00) A.M. the next day, it shall be unlawful for any person to make or cause loud or offensive noise by means of voice, musical instrument, horn, radio, loudspeaker, automobile, machinery, or any other means which disturbs the peace, quiet, and comfort of any reasonable person of normal sensitiveness residing in the area.
- **Odor & Fumes.** Tenant shall not cause or permit (or conduct any activities that would cause) any release of any odors or fumes of any kind from the Premises in excess of quantities prohibited by Applicable Law. Tenant shall, at Tenant's sole cost and expense, provide odor eliminators and other devices (such as filters, air cleaners, scrubbers and whatever other equipment may in Landlord's judgment be necessary or appropriate from time to time) to any odors, fumes or other substances in Tenant's exhaust stream that, in Landlord's reasonable judgment, emanate from Tenant's Premises. Any work Tenant

performs under this Section shall constitute Alterations. Tenant's responsibility to odors, fumes and exhaust shall continue throughout the Term. If Tenant fails to install satisfactory odor control equipment within thirty (30) days after Landlord's written demand made at any time, then Landlord may, without limiting Landlord's other rights and remedies, require Tenant to cease and suspend any operations in the Premises that, in Landlord's reasonable determination, cause odors, fumes or exhaust in violation of quantities allowed under Applicable Laws.

- **Weapons & Hunting.** Weapons of any kind, including, but not limited to, dart guns, air guns, BB guns, slingshots, handguns, shotguns, rifles, or any mechanism that could be used to propel an object that could cause harm to person or property, are not allowed anywhere on the premises outside of the Tenant's person or unit, and are not allowed to be demonstrated or exhibited anywhere in the community premises, except in case of self-defense or the need for imminent and immediate protection of residents' life or property, or for self-defense or immediate and imminent protection of resident, resident's occupants, guests or invitees' life, or property. If a Tenant desires to possess a legal weapon, the Tenant must safely and inconspicuously carry said legal weapon to and from the resident's unit in a manner that Tenant ensures the weapon will not be discharged. Illegal weapons are never allowed on the property. If Tenant or Tenant's occupants do possess a legal weapon in the unit, Tenant shall be responsible for the proper and safe possession, handling and storage of said weapon. Landlord is not and shall not be responsible in any way to Tenant, occupants, guests, or invitees for any accidental, negligent, or intentional act involving any weapon or discharge thereof on, near, or off the property. Hunting is not allowed on the property.