

IDAHO LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date"), by and between:

I. THE PARTIES

LANDLORD: _____ ("Landlord"), with a mailing address of:

AND

TENANT(S): _____ ("Tenant").

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

II. THE PREMISES

The Landlord agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord, the following property (the "Premises"):

Street Address: _____

City: _____ State: Idaho Zip Code: _____

Type of Property:

☐ Single-Family Home ☐ Apartment ☐ Condominium ☐ Townhouse ☐ Other: _____

III. TERM OF LEASE

The term of this Agreement shall be (check one):

☐ **FIXED TERM:** Starting on the _____ day of _____, 20____, and ending on the _____ day of _____, 20____. At the end of the term, the Tenant shall vacate the Premises unless a new agreement is signed.

☐ **MONTH-TO-MONTH:** Starting on the _____ day of _____, 20____, and continuing on a month-to-month basis. This Agreement may be terminated by either party giving at least thirty (30) days' written notice to the other party, or as otherwise required by Idaho Code Section 55-208.

IV. RENT

The Tenant agrees to pay the Landlord rent in the amount of \$ _____ per month.

The rent is due on the _____ day of each month.

Rent shall be paid by the following method(s):

☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer (ACH/Zelle/Venmo) ☐ Other:

Payment instructions:

V. LATE CHARGES AND RETURNED CHECKS

If rent is not received by the Landlord by the _____ day of the month, the Tenant agrees to pay a late fee of \$ _____ .

If any check offered by the Tenant to the Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, the Tenant will pay the Landlord a returned check charge of \$

_____ .

VI. SECURITY DEPOSIT

Upon execution of this Agreement, the Tenant shall deposit with the Landlord the sum of \$ _____ as security for any damage caused to the Premises during the term hereof.

Return of Deposit: Pursuant to Idaho Code Section 6-321, the Landlord shall refund the security deposit to the Tenant within thirty (30) days after the Tenant surrenders the Premises. If any deductions are made for damages (beyond normal wear and tear) or unpaid rent, the Landlord shall provide a written statement listing the specific amounts deducted and the reasons for such

deductions.

VII. UTILITIES AND SERVICES

The responsibility for utilities and services shall be distributed as follows:

Electricity:

☐ Landlord ☐ Tenant

Water:

☐ Landlord ☐ Tenant

Sewer:

☐ Landlord ☐ Tenant

Gas/Heat:

☐ Landlord ☐ Tenant

Trash Removal:

☐ Landlord ☐ Tenant

Cable/Internet:

☐ Landlord ☐ Tenant

Snow Removal:

☐ Landlord ☐ Tenant

Lawn Care:

☐ Landlord ☐ Tenant

VIII. OCCUPANTS AND GUESTS

The Premises shall be occupied only by the Tenant and the following individuals:

Guests staying more than _____ days in a six-month period
require the Landlord's written consent.

IX. PETS

☐ **NO PETS ALLOWED:** No pets are allowed on the Premises.

☐ **PETS ALLOWED:** The Tenant is permitted to have the following pet(s):

If pets are allowed, the Tenant agrees to pay a non-refundable pet fee of \$
_____ and/or an additional pet deposit of \$
_____ .

X. USE OF PREMISES

The Tenant shall use the Premises for residential purposes only. The Tenant shall not use the Premises for any illegal purpose or any purpose that will disturb the quiet enjoyment of neighbors. The Tenant shall comply with all laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises.

XI. MAINTENANCE AND REPAIRS

Landlord's Obligations: The Landlord shall maintain the Premises in a habitable condition and comply with all applicable building and housing codes.

Tenant's Obligations: The Tenant shall keep the Premises clean, sanitary, and in good condition. The Tenant shall promptly notify the Landlord of any necessary repairs. The Tenant shall be responsible for any damage caused by the Tenant's negligence or misuse, or that of their guests.

XII. RIGHT OF ENTRY

The Landlord shall have the right to enter the Premises during reasonable hours to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

Except in cases of emergency or abandonment, the Landlord shall give the Tenant at least twenty-four (24) hours' notice prior to entry.

XIII. DEFAULT AND TERMINATION

Non-Payment of Rent: If rent is unpaid when due, the Landlord may provide a three (3) day notice to pay rent or vacate, pursuant to Idaho Code Section 6-303(2).

Breach of Lease: If the Tenant violates any other provision of this Agreement, the Landlord may provide a three (3) day notice to cure the violation or vacate, pursuant to Idaho Code Section 6-303(3).

XIV. ABANDONMENT

If at any time during the term of this Agreement the Tenant abandons the Premises or any part thereof, the Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever.

XV. IDAHO SPECIFIC DISCLOSURES

1. Methamphetamine Disclosure (Idaho Code Section 55-2804):

The Landlord certifies that to the best of their knowledge, the Premises:

- ☐ Has NOT been used as a clandestine methamphetamine drug lab.
- ☐ HAS been used as a clandestine methamphetamine drug lab, and has been remediated in accordance with state standards.

2. Lead-Based Paint Disclosure:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly.

The Premises was built:

- ☐ Before 1978 (Landlord must attach Lead-Based Paint Disclosure Form)
- ☐ After 1978

XVI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

XVIII. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties, and the remaining portions shall remain in full force and effect.

XIX. ADDITIONAL TERMS AND CONDITIONS

Additional provisions are as follows:

XX. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

LANDLORD

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

TENANT (Co-Signer if applicable)

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

XXI. NOTARY ACKNOWLEDGMENT

State of Idaho

County of _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public,
personally appeared _____ (Landlord) and

_____ (Tenant), known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument,
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

Notary Public for the State of Idaho

Residing at: _____

My Commission Expires: _____ day of _____, 20____