

AGREEMENT

RESIDENTIAL LEASE/RENTAL AGREEMENT

GOLDEN PROPERTIES LLC

Golden Properties is excited to welcome you to your new home. This binding legal contract (the "Agreement") is entered into by, between, and among the following Parties:

Primary Tenant: _____
Phone: _____
Email: _____
Premises: _____

Start Date: _____



Property Manager: _____
Phone: _____
Email: _____
Address: _____

End Date: _____

"Additional Tenants" and all "Occupants" are listed on Exhibit A. The Primary Tenant and the Additional Tenants are referred to together as "Tenants," or as "you." The Property Manager is executing this Agreement by, on behalf of, and as agent for, the legal owner of the Property (the "Landlord" or "we/us").

Under this Agreement, you are leasing the Premises identified above. This Agreement is not valid until it is signed by us and all Tenants, and the following total funds due on signing have been paid:

Prorated Rent: \$ _____ for the period from _____ to _____
Security Deposit: _____
Pet Deposit: _____
Non-Refundable Admin Fee: _____
Other: _____
Total Due on Signing: _____

You agree to pay all "Rent" on the 1st of the month, in advance and without demand. "Rent" consists of the following (including utilities and any and all late fees or charges):

Base Rent: _____ Pet Rent: _____
Amenity Fee: _____ Other: _____
Adjustments: _____

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Tenant is responsible for paying all utilities directly to the utility provider, unless they are billed through the resident portal. If billed through the portal, payment is due within 30 days of invoicing.

The following utilities are included in the rent and will be paid directly by the Landlord:

water sewer garbage electricity gas other: _____

The following "Appliances" are included with the Premises: refrigerator; dishwasher; stove;

microwave; washing machine; dryer; garage door openers in quantity _____;

other: _____

The following exhibits are included in, and made a part of, this Agreement. You agree that you have read and agree to this entire Agreement, including all exhibits, and have had the opportunity to review this with an attorney prior to signing:

PRIMARY TENANT:

Signed: _____

Name: _____

Date: _____

GOLDEN PROPERTIES LLC:

Signed: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
Tenants and Occupants**

The **“Additional Tenants”** are Parties to this Agreement and are identified as follows:

Signature: _____
Printed Name: _____
Phone: _____
Email: _____

Signature: _____
Printed Name: _____
Phone: _____
Email: _____

Signature: _____
Printed Name: _____
Phone: _____
Email: _____

Signature: _____
Printed Name: _____
Phone: _____
Email: _____

The permitted **“Occupants”** are as follows:

Printed Name: _____
Age: _____
Relation to Primary Tenant: _____

Printed Name: _____
Age: _____
Relation to Primary Tenant: _____

**EXHIBIT A
Tenants and Occupants**

Printed Name: _____
Age: _____
Relation to Primary Tenant: _____

Printed Name: _____
Age: _____
Relation to Primary Tenant: _____

Printed Name: _____
Age: _____
Relation to Primary Tenant: _____

Printed Name: _____
Age: _____
Relation to Primary Tenant: _____

END OF EXHIBIT.

1. **Premises and Occupancy.** The Premises shall be occupied only by the Tenants and Occupants specifically identified in this Agreement. No others shall be permitted to occupy or inhabit the Premises. Guests of Tenants and Occupants may visit for a period of not longer than 24 hours.
2. **Term.** The "Term" of this Agreement shall begin on the Start Date, and shall end on the End Date, unless shortened or extended by mutual, signed, written agreement of the Parties, which agreement any Party may withhold in its sole discretion, and except as set forth herein. If for any reason any Tenant or Occupant fails to vacate the Premises as of the End Date, the Tenants' obligations shall continue month-to-month, without waiver of any of our rights as to the holdover tenancy.
3. **Payment.** Rent is due and payable, without demand, on the first of each month. We offer a 5-day grace period through the 5th of each month, and thereafter, we will charge the following sums: a one-time late fee of 5% of the total sum past due, with interest continuing to accrue at a rate of 1% compounded every 30 days thereafter. In addition, you agree to pay a minimum fee of \$25, in addition to any other sums due and payable, for all returned checks or failed autopayments, ACH payments, or failed credit/debit card charges. You will pay a "Posting Fee" of \$50.00 for any demand notice or any non-compliance notice served on the Premises, not as a late fee or penalty, but as an agreed and liquidated sum to cover our expenses incurred in the preparation and delivery of any such notices. Your promise and covenant to pay rent under the terms of this lease is independent, absolute, without right to offset, or deduct by you, for any reason whatsoever including but not limited to any alleged breach by us, claimed by you. We shall apply all payments to sums due in any order we determine, in our sole and absolute discretion. You agree to pay all legal fees, including attorney fees, and Sheriff fees, incurred for your non-payment of rent or your non-compliance of any lease terms provided that the Landlord is the prevailing legal party. You acknowledge that we may elect not to accept any payment from you if that payment does not include the full amount due at that time; if we do, the partial payment will not be considered to cure any default hereunder nor will it be deemed to satisfy any other obligations. We may, at our option, require at any time that you pay all rent and other sums in certified funds.
4. **Security Deposit.** The Security Deposit (including any Pet Deposit) will secure the performance of your obligations under this Agreement. We may, in our sole discretion, apply all or any portion of the Security Deposit to any past due obligations hereunder. Doing so will not waive any late fees or interest accrued up to that date. If we elect to apply the Security Deposit, you agree to replenish the Security Deposit, up to its full amount, within 3 calendar days of our demand for same. Any balance remaining upon termination, after all lawful deductions, will be returned to you. Property Manager shall initially hold the Security Deposit in its name, and Property Manager may hold the Security Deposit funds in an account of our choosing. The Property Manager may assign any and all rights in the Security Deposit to any subsequent property manager, or to Landlord or its successor-in-interest or designee, as may be appropriate to effect the obligations under this Agreement. You may not apply any Security Deposit as an offset or reduction to the payment of Rent or other sums due at any time for any reason whatsoever. We will have the right to apply such portion(s) of the Security Deposit reasonably necessary to remedy any default(s) by you in the payment of Rent, or to repair any damage to the Premises or property caused by you. Regardless of whether specifically stated in any applicable provision of this Agreement, you will always be liable to us for any damage caused by any Tenant, Occupant, child, family member, guest, invitee, or licensee of yourself, or any other person for whose actions you may be legally responsible. Regardless of any Security Deposit, if you are liable for any damages, you will pay us such damages on demand. Our right to possession of the Premises on your default will not be limited in any respect because we hold any security deposit. Your legal liability to us will not be limited under any circumstances to the amount of the Security Deposit, but rather you remain liable for and will promptly pay all sums due under this Agreement in excess of the Security Deposit including but not limited to all amounts for damages, repairs, fees, and/or fines. Upon vacating for any reason, if you do not leave the Premises in as good as a condition when you received from us, normal

wear and tear excepted, we will apply such portion of the Security Deposit reasonably necessary to restore the Premises to said condition. We may also apply the Security Deposit to effect repairs, or to pay any sum owed by you to us whatsoever, including but not limited to any amount for final cleaning or repair of any part of the Premises including any damage caused to the Premises by smoking or smoke. Within 30 days after termination of this Lease, or surrender and acceptance of the Premises, whichever occurs last, we will mail to you at your last known address a written statement listing the full and specific reasons for all charges against the Security Deposit together with a refund of the balance, if any, of the Security Deposit to you. Prior to vacating you will provide in writing to us, and the US Postal Service, each Tenant's and Occupant's individual forwarding or last known address. You agree that any change of forwarding of last known address provided by you to us will only bind us if receipted for by us. You expressly authorize us to release the Security Deposit to, and only to, the Primary Tenant. You expressly agree that, in the event of a transfer of a Security Deposit to a new property manager or property owner, or other agent of a property owner, the former property manager or owner have no liability to Tenant whatsoever for the Security Deposit, and the refund of such deposit shall be the sole and exclusive responsibility of such transferee.

5. **Utilities.** Except as expressly set forth in this Agreement, the Tenant shall pay for all utilities, related deposits, and charges on utility bills connected in your name or during your tenancy. You will not allow utilities to become past due or disconnected until the Lease Contract term ends, and doing so is a material breach of this Lease. If Tenant does not pay a utility by the due date, we may pay it on Tenant's behalf and add the amount to Tenant's ledger as "Rent" along with a \$25 administrative fee. Utilities may be used only for normal household, residential purposes. You must contact all applicable utility providers and transfer services into your name no later than the Start Date. Failure to transfer utilities within 3 calendar days after the Start Date will result in an administrative charge of \$50.00 per utility bill/invoice not properly and timely transferred, and such shall be charged to Tenant as Rent. For clarity, multiple months or bills from the same utility provider shall include multiple administrative charges, and such fees are in addition to any late fees or other charges as may be incurred with the utility provider.
6. **Delays.** If occupancy is or will be delayed for construction, repairs, cleaning, a previous resident's holding over, or any reason outside of our control, we are not liable to you for the delay. The Lease Contract will remain in full force subject to: (1) abatement of Rent on a prorated daily basis during delay; and (2) your right to terminate as set forth below. If the delay is longer than 3 calendar days, you have the right to terminate this Lease for convenience. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Agreement termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the Premises.
7. **Conduct.** The Premises may only be used as a private residence. No commercial or business activity may be conducted in, or on, the Premises. The Premises and other areas reserved for your private use, as well as any shared common areas, must be kept clean. You agree to comply with all rules and regulations of the Premises issued by us or any Landlord, homeowner association, legal restrictions (including covenants, conditions, and restrictions to which the Premises are subject) or the like (the "Rules"). The Rules may change at any time, and if so, we will provide notice via either posting or mailing, or both, as soon as practical.
8. **No Smoking.** No smoking or use of vaping devices will be allowed in, on, or around the Premises. Should any evidence of smoking be detected at any time, in our sole judgment and discretion, including by evidence of cigarette butts, you will pay an inspection fee of \$300 plus all painting and cleaning costs to mitigate any smoke smell or damage, as determined by us in our sole discretion.

9. **Megan's Law Notice.** Landlord makes no representations concerning the presence or location of registered sex offenders in the area. Information about registered sex offenders in Idaho is available from the Idaho Sex Offender Registry. Tenant is encouraged to conduct their own investigation.
10. **Safety.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, CO detectors, door and window locks. We will furnish smoke and carbon monoxide (CO) detectors, and we will test them and provide working batteries when you first take possession. After that, you must test as required and pay for and replace batteries as needed. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disconnect detectors. You will be liable to others and us for any loss or damage from fire, smoke, or water if that condition arises from your disconnection or failing to replace batteries, or from your not reporting malfunctions.
11. **Risk of Loss.** We are not liable to any Tenant, Occupant, guest, family member, or any other person or entity for personal injury or damage or loss of personal property from fire, smoke, rain, flood, environmental problems, mold, water leaks, hail, ice, snow, lighting, wind, explosions, interruption of utilities, or for any other cause of loss or damage not wholly and completely within our control. We are not liable for any loss of food due to refrigerator or other appliance failures. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must, for 24 hours a day during freezing weather: (1) keep the Premises heated to at least 55 degrees; and (2) keep outside water spigots disconnected. You will be liable for damage to our and others' property if damage is caused by broken water pipes or any other cause of loss due to your violating any requirements of this Agreement. If you ask our representatives to perform services not contemplated in this Agreement, you will indemnify us (that is, hold us harmless) from all liability for those services. Unless otherwise required by law, we are not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by you or any person for who you are legally responsible; or for any criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We are not obliged to furnish security personnel, security lighting, gates or fences, or other forms of security unless expressly required by statute. We are not responsible for obtaining criminal history checks on any resident, occupants, or representatives of us. You agree to defend, indemnify, and hold harmless Property Manager and Landlord, and their owners, agents, successors, employees, and assigns, from and against any losses, damages, or claims, including attorney fees and costs, arising out of or related to any and all risk assumed by you under this section.
12. **Renter's Insurance.** Because you are not covered by our insurance and because of the risk you assume under this Lease, Tenant is required to maintain an active renter's insurance policy throughout the entire tenancy. The policy must provide at least \$100,000 in personal liability coverage and include coverage for Tenant's personal property at full replacement cost. Tenant may obtain renter's insurance from any provider of their choosing. Proof of insurance must be provided to Landlord within five (5) days of the Start Date and upon each renewal. If Tenant fails to provide proof of insurance within five (5) days of the Start Date, or fails to maintain coverage during the tenancy, Tenant may be automatically enrolled in a liability coverage program selected by Landlord or Property Manager. The cost of such coverage will be charged directly to Tenant's ledger and shall be due and payable as additional rent. Failure to maintain renter's insurance or provide proof upon request is a material violation of this Agreement.
13. **Indemnification.** To the greatest extent permitted by law, you agree to defend, indemnify, and hold us harmless from and against any lawsuit, loss, cost, expense, damage, demand, or claim, including attorney fees and costs, resulting from any damage, loss, cost, injury, or other casualty, whether to property or to person, whether to you, your family, Occupants, guests, invitees, or any person entering the Premises or the community of which the Premises is a part. Unless prohibited by law, you waive any insurance subrogation rights or claims against our insurers and Property Manager, Landlord, and

their owners, employees, agents, successors, and assigns, and you further warrant and agree that all policies of insurance you hold allow for this waiver of subrogation.

14. **Warranty.** You acknowledge that you have had the opportunity to inspect the Premises, and you agree that they are safe, and in good order and repair, including all window and door locks and smoke and CO detectors, prior to signing this Agreement. Except as expressly set forth in this Agreement, and except as to the minimum standards required to satisfy the implied warranty of habitability under Idaho law, **THE PREMISES ARE PROVIDED AS-IS, WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.** Tenant waives any and all excuses, waivers, and/or other rights it may claim, including but not limited to waiving any right to terminate this Lease and also including waiving any excuse not to provide Tenant maintenance as required under this Lease, on execution of this Lease.
15. **Maintenance.** You are responsible, at your own expense for: (a) maintaining the Premises and landscaping in good repair and sanitary manner including all equipment, appliances, smoke and CO detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted; (b) all inside and outside pest and/or insect control after the second week of occupancy; (c) cleaning drain and sewer blockage(s) not caused by broken lines, or tree roots; (d) clearing all blockages of garbage disposal and repairs; (e) replacing any and all interior or exterior glass that becomes broken or cracked for any reason and any window or door screens that become torn or ripped for any reason; (f) changing any and all furnace filters at least quarterly; (g) maintaining all appliances; and (h) re-lighting of furnaces, hot water heaters, and gas fireplaces. You will not paint, paper, redecorate, or make alterations to the Premises without prior written consent from us. With written notice we may immediately terminate this Lease, if in our sole and absolute discretion, any repair or damage necessitated by any event would be either impractical or dangerous if you continued to occupy the Premises. You agree to provide all maintenance required by the Rules when due, and any damage that results to any portion of the Premises for which maintenance has not been performed will be considered Tenant damage, regardless of actual causation.
16. **Requests/Repairs/Malfunctions.** We will act with reasonable commercial diligence to make repairs and reconnections. Rent will not abate under any circumstances whatsoever. You will be responsible for all costs of repairs due to you or your guests' or invitees' or others' conduct or negligence. You are solely responsible for setting of appointments with, the meeting of, and allowing access for any vendor or repairperson. Tenant consents to Landlord and Property Manager sharing Tenant's name, phone number, and email address with third-party vendors, contractors, and service providers as reasonably necessary for scheduling, performing, and confirming maintenance, repairs, and inspections at the Premises. Tenant agrees to cooperate with such vendors in scheduling and providing access as required under this Agreement.
17. **Reimbursement.** You must promptly reimburse us for loss, damage, and repair service calls where the cost of repairs or service caused, directly or indirectly, by you, or your guests or invitees improper use or negligence or any reason other than normal wear and tear. You agree to pay for any service-trip charge if you fail to meet a vendor for an appointment or if the vendor determines that no repair was needed or necessary. We may require payment at any time, including advance payment of repairs for which you're liable. Any delay in our demanding sums you owe is not a waiver.
18. **Other Residents/Subletting.** No person not specifically identified as a Tenant or Occupant in this Agreement may stay in the Premises for more than five (5) consecutive days without our prior written consent, and no more than two occasions in any 30-day period. You will not assign this Agreement, or sublet the Premises, or any part thereof without our prior written consent, which we may withhold at our sole and absolute discretion.

19. **Pets.** No animals or pets of any kind are allowed (even temporarily) anywhere on the Premises, unless we've so authorized in writing in advance. If we discover an unapproved animal on the Premises you will pay us a \$300.00 inspection fee plus \$50.00 per day fee until the animal is removed. If you fail to remove the animal within five days of demand for removal, we may enter the Premises without further notice and turn all unauthorized animals over to animal control. Any redemption or other fees charged by animal control or any other organization or authority are solely your responsibility.
20. **Entry.** We will have the right to enter the Premises at any time to examine, inspect, repair, or show to prospective purchasers, mortgages, or lessees of the Premises, or for any other legitimate or necessary or reasonable purpose, without the same constituting an eviction in whole or in part. The rent will not abate during any period that we enter. We will provide reasonable advance notice whenever practical, and while a time period shorter than 24 hours' notice may be reasonable, in all events it is agreed that 24 hours' notice is reasonable and no longer period shall be required in any circumstances. Notice, if any, may be provided in any form that we may, in our sole discretion, reasonably expect to provide actual notice. In the event of emergency, determined in our sole discretion, no notice will be provided.
21. **Tenant Default.** You will be in default if: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or invitee violates this Agreement, or is accused of any violation of any fire, safety, health or criminal law (regardless of whether arrest or conviction occurs), (3) you violate any Rules, (4) you abandon the Premises for any period longer than 7 consecutive days in any rolling 30-day period, (5) you give incorrect or false information in a rental application; (6) you or any occupant, guest, or invitee is arrested for a criminal offense involving actual or potential harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia as defined in Federal Law or Idaho Law; or (7) any illegal drugs or paraphernalia are found in your Premises. If in default, we may exercise one or more of the following remedies, without limiting any other right or remedy:
- a. **Eviction.** If you default, we may end your right to occupy by giving the notices required by Idaho law and then we can exercise all legal rights. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing, or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our rights to damages, past or future rent, or other sums. Accepting any partial payments does not waive any rights to eviction, damages, or other sums.
 - b. **Other Remedies.** If any court or legal order restrains or bars you from the Premises, we may deny you access to the Premises, including by changing the locks to the extent permitted under Idaho law.
22. **Default by Landlord.** We will act with reasonable and customary diligence to: (1) maintain fixtures, hot water, heating and A/C equipment, as applicable and to the extent such systems are our responsibility under this Agreement; (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (3) make all reasonable repairs in a reasonably timely manner, subject to your obligation to pay for damages for which you are liable.
- a. If you believe a repair or maintenance is needed, and that it is our responsibility and not yours under this Agreement, you must submit a written request via tenant online portal, and all Rent and other funds owed to us must be current at the time. After receiving your request, we will, in our reasonable discretion, either approve or deny the request.
 - b. If we deny the request, you will have no further rights under this Agreement except as expressly set forth in this section. If you believe the request affects the Premises' habitability, as that term is defined in Idaho law, then you must re-submit the request in writing with a clear explanation of

how the condition or issue affects the Premises' habitability. We will review this second request, and approve or deny it in our sole discretion. If we deny it, then your sole and exclusive remedy shall be filing a declaratory judgment action in district court in Kootenai County, Idaho against the Landlord, seeking the sole remedy of a court's declaration on the following: Does the denial of the request, as it was submitted, breach the Landlord's warranty of habitability? You shall have no right whatsoever in such action or any other action to damages, attorney fees, or costs. If the court decides substantially in Landlord's favor, then you shall pay the Landlord its reasonable attorney fees and costs in defending the action. If the court decides in your favor, then the sole and exclusive remedy shall be a court order ordering Landlord to complete the repairs/maintenance described in the order, within 30 days of the order's issuance.

- c. Regardless of whether a request is approved or denied, you shall have no right to terminate this Agreement or withhold or offset any Rent or other payment due, and you agree to maintain all payments and other obligations of this Agreement timely in all circumstances. If we accept the request but do not complete the repair within a reasonable time, to be determined in our sole discretion and subject to availability of labor, materials, and other reasonable factors, then your sole and exclusive remedy is as follows: you may deliver written notice of intent to terminate this Agreement in not more than 30 days, but termination is only permitted if (i) the failure to repair makes the Premises uninhabitable under applicable law, and (ii) you vacate the Premises timely per your notice; and (iii) Landlord is unable to complete the approved repairs before the end of the notice period.

23. **Holdover.** If your lease term has expired and you have not legally and fully vacated the Premises, this Agreement shall remain in full force and effect and shall automatically convert a month-to-month term. Should your lease become a month-to-month term, each month you will pay a month-to-month fee equal to 25% of the current monthly rental rate, plus your current monthly rent. This month-to-month fee shall NOT be considered rent and shall be due each month in addition to the monthly rent, until a new term lease agreement is signed or until this Agreement fully terminates and you have fully and legally vacated the Premises.

24. **Ending Your Lease.** You will give us at least thirty (30) days' written notice of your intent to vacate the Premises prior to the end of the lease term, or extension, or renewal thereof, or thirty (30) days' written notice of your intent to vacate when you have become a month-to-month tenant. For your notice to be valid, all Tenants must sign the notice. Your notice of intent to vacate will only be valid on the date the notice is actually received by and receipted for, by us. If you are on a month-to-month tenancy, and you vacate without this required and proper notice, you will be liable to us for 30 days of Rent commencing the day after you vacate the Premises, less any amounts of Rent previously or actually paid by you covering the 30-day notice period. You agree that the amount to be paid by you in such an event represents a fair amount and method to allocate the numerous risks and liabilities between you and us if you fail to give the required notice to vacate. Your agreement to pay us 30 days' Rent will under no circumstances release you from any liability to us under this Agreement for any other charges or amounts due, including but not limited to utilities, cleaning, or any damages to the Premises, and we will retain all remedies for other non-compliance with the Lease. If you do not vacate the Premises on the date stated on your written notice of intent to vacate, you will pay a fee of \$100.00 per day plus pro-rated Rent and additional charges until the Premises are vacated. Premises are considered vacated at the time you return the keys to the lock box located on the rented premises, or as otherwise directed in the Rules. At that time, any personal property or items remaining on the Premises become of the property of Landlord.

- a. **Charges.** On termination of this Agreement, for whatever reason, you agree to pay all of the following on demand: unpaid rent, unpaid utilities and utility disconnect fees; un-reimbursed service charges; damages or repairs (beyond normal and reasonable wear, which includes failure to follow proper move-out procedures as set forth in any Rules); repair coordination fees; replacement cost of our property that you received, or was in, or attached to the Premises and is missing or damaged; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives for any reason; unreturned keys; missing or burned out light bulbs; stickers, scratches, burns, stain or holes; removing unauthorized security devices; packing or removing property; removing illegally parked vehicles; HOA fees or fines; late payment and returned check charges; any valid eviction proceeding against you, plus allowable attorney's fees, court costs, sheriff's fees, and filing fees; a fee for the preparation and delivery of any lease violation notices; and all other sums due. If you vacate owing monies and we initiate collections, either through using a 3rd party collection firm, or in-house, you will pay an additional 30% in collection costs on all amounts owed and all legal and related fees of collection, with or without suit, including legal fees and court costs.
25. **Breaking Your Lease.** Should you vacate the Premises at any time before the End Date you shall continue to pay all rent, charges, and fees, including utilities and Premises upkeep expenses. You shall pay these amounts as due, until either the property is re-rented, or until the lease expiration date, whichever occurs first. We shall make reasonable and customary efforts to re-rent the property. You acknowledge that reasonable efforts may include adjusting the Premises' Base Rent price to reflect current market conditions. If the Premises are re-rented at a lower rental rate than the rate you agreed under this Agreement, you shall be responsible for the difference in Base Rent for the remainder of your lease term, which Landlord shall calculate and invoice, and you will pay the invoice in full within 10 days. Any and all deposits held under this Agreement, including but not limited to the security deposit and any pet deposit, shall be forfeited to the Landlord. You acknowledge that the Premises must be returned in a clean, undamaged, and marketable condition. If cleaning, repairs, or turnover work are required before the Premises can be marketed, the re-rental process will not begin until such work is completed. This timeline can range depending on the amount of work that needs to be done. In addition to paying all sums due, you shall pay an administrative fee equal to 75% of one full month's rent. This administrative fee represents an estimation of the expenses the Landlord may incur to re-lease the Premises including, but not limited to, advertising and leasing fees paid to the Property Manager.
26. **Surrender/Abandonment.** You agree that if you abandon or vacate the Premises and leave behind personal property of any Tenant, Occupant, guest, invitee, or any other person claiming them, we will have the right to remove and dispose of said personal property as we will see fit, at your sole risk and cost and without recourse by you or any person claiming under or through you against us. If you do not occupy the Premises for more than fifteen consecutive days without written notice to us, we may presume that it is your intent to abandon the Premises and any personal property within the Premises. You will be in material default if you do not occupy the Premises on a regular, continuing, and consistent basis. If you have not removed any and all personal property from the Premises at the time you have surrendered or abandon the Premises, it will be presumed that your intent is to abandon such personal property. You acknowledge that we are in the business of renting the Premises and the removal of the property is necessary to our livelihood and as such, you will indemnify us against any claim or cost for any damages or expense with regard to the removal, disposal and / or storage of the property, including allowable attorney fees and costs regardless of who makes a claim against us in connection with our removal of any property. You will have abandoned or surrendered the Premises if you turn in any keys regardless of whether rent is paid or not. You will have abandoned or surrendered the Premises if any of the following events occur and if your personal belongings have been substantially removed, and you do not appear to be living in the Premises in our reasonable judgment:

(1) your move out or notice-to-vacate date has passed; (2) you are in default for non-payment of rent for 5 consecutive days; (3) water, gas, electric, or any other utility for the Premises connected in your name has been terminated or disconnected; (4) we are in the process of judicially evicting you for any reason and you fail to respond for 2 consecutive days to any notice posted on the Premises stating that we consider you to have abandoned the Premises. You also abandon or surrender the Premises 10 days after the death of a sole Tenant. If you abandon the Premises or vacate the Premises on the expiration or termination of this Agreement while leaving personal property within the Premises, you specifically and irrevocably waive all title and interest you have to such property and grant to us full authority to immediately dispose of same without notice, court order, or accountability, and you agree to pay us any and all costs of doing so.

27. **Joint & Several Liability.** Each Tenant is jointly and severally liable for all obligations under this Agreement, including ensuring that Occupants, guests, and invitees comply with all relevant terms of this Agreement. If you or anyone for whom you are responsible violates this Agreement, all Tenants are considered to have violated this Agreement. Our requests and notices to any Tenant or Occupant constitute notice to all Tenants and Occupants. Notices and requests from any Tenants or Occupants constitute notice from all Tenants and Occupants. In eviction suits, any one of multiple Tenants or Occupants is considered the agent of all other Tenants and Occupants (and any other residents of the premises whether or not specifically named as Tenants or Occupants) in the Premises for service of process.
28. **Disputes.** In any court action or proceeding arising out of or relating to this Agreement (a "Lawsuit"), **YOU KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE YOUR RIGHT TO A TRIAL BY JURY BY ENTERING INTO THIS AGREEMENT, AND YOU AGREE YOU HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL REGARDING THIS ENTIRE AGREEMENT, INCLUDING THIS WAIVER. YOU FURTHER AGREE THAT YOU WAIVE ANY RIGHT TO PARTICIPATE IN OR REPRESENT ANY CLASS IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RIGHTS AND CLAIMS ARE SOLELY IN YOUR INDIVIDUAL CAPACITY.** In any Lawsuit, the court shall award to Golden Properties and/or Landlord our reasonable, substantially prevailing party attorney fees and costs. You agree that Lawsuit shall have the broadest possible meaning and includes by way of example, but not by way of limitation, any lawsuit, governmental agency action, including but not limited to any fair housing claim, or any other proceeding, between you and us to enforce this Agreement, arising from this Agreement, or in any way connected with this Agreement or your tenancy at the Premises, including but not limited to litigation concerning your Security Deposit. Notwithstanding anything to the contrary in this paragraph or the Agreement, the Court shall award the prevailing party in any eviction, unlawful detainer, or action brought under Idaho Code Title 6, Chapter 3 (together "Evictions") their reasonable attorney fees and costs. If such costs are not allowed in the Eviction action itself, whether due to statute or court rule or otherwise, such costs for the Eviction shall be awarded as damages in any separate lawsuit.
29. **Interpretation.** No action or omission of us or our representative(s) will be considered a waiver of any subsequent violation, default, or time of performance. Exercising one remedy won't constitute an election or waiver of other remedies. All remedies are cumulative. This Agreement is subordinate to existing and future recorded mortgages. No waiver of any term, provision or condition of this Agreement, in any one or more instances, will be deemed to be or will be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision, condition or right under this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement contains the entire agreement between the Parties and may not be modified in any manner except by an instrument in writing signed by the Party to be charged. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form via fax or email. If any portion or clause of this Agreement is held to be void, unenforceable, or invalid for any reason, then all remaining portions of

this Agreement shall remain in full force and effect. No provision in this Agreement will be deemed invalid or unenforceable because it does not provide for equal or reciprocal rights.

30. **Property Manager's Limitation of Liability.** The total combined liability of the Property Manager and/or the Landlord under this Lease—whether for breach of contract, default, or any other legal theory—is limited strictly to your actual, direct, out-of-pocket expenses caused by such individual Party's proven breach of the Lease. Such damages, if any, shall not exceed the total Rent you paid under this Lease that was actually received by the liable party. You waive any and all other claims, damages, or remedies of any kind against the Landlord and/or Property Manager, including but not limited to claims for consequential, indirect, incidental, special, or punitive damages, and further including but not limited to claims arising out of or relating to emotional distress. You agree that any judgment you obtain may only be enforced against the Landlord's interest in the property and buildings that make up the Premises, and only to the extent permitted after satisfying the rights of any mortgage holder. No other assets of the Landlord may be used to satisfy any such judgment. If the Premises are owned by a legal entity, you agree not to bring claims against, or seek recovery from, any individual partners, shareholders, members, managers, officers, directors, employees, or agents of that entity, and in any case of the Property Manager.
31. **Governing Law.** This Agreement and all addenda and exhibits shall be governed by and construed in accordance with the laws of the State of Idaho. Venue is proper exclusively in the county in which the Premises are located except as expressly set forth herein. The section headings are inserted only for convenient reference and do not define, limit or prescribe the scope of this Agreement or any exhibit attached hereto.

END OF EXHIBIT

The following rules and processes (“Rules”) are incorporated into the Lease Agreement and are binding on all Tenants and occupants of the Premises. These rules are intended to promote safety, cleanliness, good order, and the efficient operation of the Premises and its management. Tenant agrees that these rules are reasonable and understands that compliance with them is a material condition of tenancy.

Please read these Rules carefully, as they contain important processes you must follow to seek help from the Property Manager, and to exercise your rights under your Lease. Failure to follow the processes in these Rules is a breach of the Lease that will excuse any Property Manager or Landlord non-performance.

Because property management practices and systems may change from time to time—including, without limitation, the software used for maintenance requests, payment processing, and communications—Property Manager reserves the right to reasonably update or revise these Rules and Regulations at any time. Any such changes will be communicated to Tenant in writing (including by email or electronic portal, if applicable), and shall be effective upon notice unless otherwise stated. Continued occupancy of the Premises following such notice constitutes agreement to the updated rules.

1. Move-In.

- a. You will receive a move-in inspection upon move in. You have 72 hours from the Start Date of the lease to sign and return the inspection via your portal. During that 72 hours, if you find anything additional, please submit photos to be added as current condition. If the inspection is not returned within 72 hours, the premises will be deemed to have been in clean, damage-free, first-class condition at move-in. Your failure to return the inspection within the above timeframe is a **waiver of any right to dispute condition-related deductions** at move-out.

2. Property Care and Maintenance.

- a. **Trash and Debris:** You must dispose of trash at least once per week in appropriate receptacles, following all local ordinances. You may not cause, allow, or leave any accumulation of trash or debris on the Premises.
- b. **Trash Containers.** All garbage and refuse shall be placed inside appropriate containers with lids, if provided or required, and shall be maintained in a sanitary manner.
- c. **Oversized Trash.** Tenant shall promptly remove, at Tenant’s sole expense, any item too large for ordinary trash service, including but not limited to furniture, mattresses, appliances, and bulk debris.
- d. **Cardboard and Excess Waste.** Tenant shall break down boxes and properly dispose of excess trash or packaging materials in accordance with trash service requirements and local regulations. Tenant shall be responsible for any additional disposal or hauling charges caused by excessive or improper trash disposal.
- e. **Use of Outdoor Areas:** We may regulate use of patios, balconies, yards, driveways, and porches. Storage of materials we reasonably deem to be debris is prohibited.
- f. **Lawn and Landscaping:** You are responsible for keeping the lawn, trees, shrubs, and other exterior areas in clean, mowed, weeded, and trimmed condition at all times. If we determine that the landscaping is not being maintained to a first-class standard, we may hire a third party to perform maintenance at your expense.
- g. **Seasonal Systems:** Tenants are responsible for the proper use and operation of sprinkler systems and swamp coolers during the tenancy. The Owner or Property Manager may elect to coordinate and perform seasonal activation in the spring and winterization in the fall. Tenants agree to reasonably cooperate and allow access to the property for any such services. Tenants must use these systems as designed and are responsible for any damage directly caused by misuse, neglect, or failure to properly operate the systems. Any repairs resulting from Tenant-caused damage will be at the Tenant’s expense.

- h. Pet Waste and Exterior Cleanliness.** Tenant shall promptly remove and properly dispose of all animal waste and shall keep all exterior areas free of garbage, debris, and other unsightly or hazardous materials.
- i. Planting and Landscaping Changes.** Tenant shall not plant, remove, trim, alter, or install any tree, shrub, flower, garden bed, or other landscaping without prior written consent from Property Manager.
- j. Snow and Ice.** Unless otherwise expressly stated in writing by Property Manager, Tenant shall keep sidewalks, walkways, porches, entries, and driveways reasonably free from dangerous accumulations of snow and ice, and in compliance with applicable local ordinances.
- k. Hoses and Exterior Faucets.** During freezing weather, Tenant shall disconnect and properly store all garden hoses and shall ensure that exterior hose bibs and spigots are fully shut off when not in use.
- l. Windblown Debris.** Tenant shall promptly remove trash, debris, and loose materials that accumulate on the Premises, regardless of source.
- m. Carpet Condition During Tenancy.** Tenant shall maintain flooring and carpets in reasonably clean condition throughout the tenancy and shall promptly address unusual stains, odors, or excessive soil caused by Tenant, Occupants, guests, invitees, or animals.
- n. Plumbing Misuse Prohibited.** Tenant shall not place or flush into any toilet, drain, sink, tub, shower, garbage disposal, or other plumbing fixture any grease, oil, wipes, paper towels, diapers, sanitary products, tampons, cotton swabs, hair clumps, food scraps beyond normal disposal use, trash, litter, cat waste, or any other item not intended for such fixture. Tenant shall be responsible for all resulting clogs, backups, and damages except to the extent caused solely by structural failure outside Tenant's control.
- o. Prompt Pest Reporting.** All pest control is tenant responsibility (Exhibit B, Section 15.) Tenant shall notify Property Manager promptly in writing upon becoming aware of any suspected pest, rodent, insect, bed bug, cockroach, flea, or other infestation or recurring pest activity in or about the Premises.
- p. Pest Cooperation.** Tenant shall fully cooperate with any pest treatment, extermination, cleaning, preparation, follow-up, or access instructions provided by Property Manager or any pest-control vendor.
- q. Signs Prohibited.** Tenant shall not post, display, or hang any sign, banner, placard, advertisement, or similar item visible from the exterior of the Premises without prior written consent from Property Manager, except as otherwise required by law.
- r. Satellite and Similar Equipment.** Tenant shall not install any satellite dish, antenna, receiver, camera, wiring, or other equipment on the exterior of the Premises without prior written consent from Property Manager and compliance with all lawful installation requirements.
- s. Fasteners and Adhesives.** Tenant shall not place nails, screws, anchors, fasteners, mounting hardware, tape, adhesive strips, glue, decals, film, or similar materials on doors, trim, cabinets, appliances, siding, exterior surfaces, or any other surface in a manner that causes damage or residue beyond normal wear and tear.
- t. Light Bulbs and Batteries:** All bulbs and batteries must be replaced with appropriate, manufacturer-recommended types. At move-out, all light fixtures must have working bulbs, and all devices must have working batteries.
- u. Window Coverings.** Tenant shall keep blinds, shades, drapes, and other window coverings reasonably clean and in good condition during the tenancy and shall be responsible for cleaning or damage beyond normal wear and tear.
- v. Furnace Filters:** You must replace furnace/HVAC filters at least every 3 months. Within 3 days of replacement, you must upload a photo of the new filter installed to your online tenant portal or otherwise provide proof. Failure to comply is a material breach of the Lease, and you are responsible for damages caused by clogged or neglected filters.

- w. **Fireplaces and Chimneys:** If the Premises includes a fireplace or wood stove: You must use it safely and only as intended. You must have it professionally cleaned and inspected at least once per year and provide proof upon request. Do not burn trash, treated wood, or anything other than dry, clean firewood (or approved fuel). You are liable for any damage caused by misuse or failure to maintain.
- x. **Appliances:** Appliances are provided for your convenience. If a refrigerator or similar appliance cools and functions adequately, we are not required to repair cosmetic or non-essential features like lights, water dispensers or ice makers. Washer and dryer units (if provided) are courtesy only and are not maintained or replaced by us. You are responsible for replacing any filters (e.g., water or air filters) in appliances during your tenancy.

3. Noise, Conduct and Safety

- a. **Quiet Hours:** Quiet hours are from 10:00 p.m. to 7:00 a.m. daily, or stricter hours if required by an HOA or local law. Noise that disturbs others, such as parties, yelling, excessive barking from dogs, or loud music, is not permitted at any time.
- b. **Prohibited Conduct:** You may not engage in or allow anyone else on the Premises to: Disturb or threaten the comfort, safety, or rights of others, Use or distribute illegal drugs or drug paraphernalia, Engage in or threaten violence, Use the property for anything other than residential purposes, Possess a weapon prohibited by Idaho law or discharge any firearm on the Premises.
- c. **Guest Behavior:** We may exclude and or trespass any guest or visitor who violates the Lease, these rules, or the law.
- d. **Holiday Decorations.** Tenant shall remove all holiday decorations, lighting, and related materials within five (5) business days following the applicable holiday, unless otherwise required by HOA rules or local law.
- e. **Fireworks Prohibited.** Fireworks, firecrackers, and similar explosive or incendiary devices are prohibited on or about the Premises at all times.
- f. **Firearm Discharge Prohibited.** No firearm, BB gun, pellet gun, air gun, or similar weapon may be discharged on or about the Premises, except as expressly permitted by applicable law and with prior written consent if required by Property Manager.
- g. **Quiet Hours Appliance Use.** In any multi-unit property, Tenant shall not operate washers, dryers, or other loud appliances during quiet hours if such use unreasonably disturbs other residents.
- h. **Noise Complaints.** Tenant shall make reasonable efforts to promptly resolve minor noise complaints informally when appropriate, but ongoing or serious disturbances may be reported to law enforcement or Property Manager. Property Manager may require documentation of repeated disturbances, including incident numbers or police reports where applicable.
- i. **Combustible Materials.** Tenant shall not store gasoline, propane cylinders not connected for lawful grill use, solvents, fireworks, oily rags, or other flammable, explosive, or hazardous materials in or on the Premises except in minimal household quantities reasonably necessary for ordinary residential use and stored lawfully and safely.
- j. **Clearance Around Mechanical Equipment.** Tenant shall not store any item on, against, or within eight (8) inches of any furnace, water heater, electrical panel, or other mechanical equipment.
- k. **Vents and Airflow.** Tenant shall not block, cover, close off, or obstruct HVAC vents, returns, exhausts, or combustion air openings in a manner that interferes with the safe or proper operation of any building system.

4. Structures and Vehicles

- a. **Prohibited Items:** You may not install or use the following on or around the Premises, and we may remove any prohibited items at your expense:
- Hot tubs, spas, or any pool holding more than 12 inches of water
 - Trampolines, swing sets, jungle gyms, or tree houses
 - Fire pits or open flame devices (except a standard barbecue grill)
 - Aquariums or fish tanks of any size
 - Waterbeds or other water-filled furniture
 - Any item deemed an “attractive nuisance” or safety risk in our reasonable judgment
- b. **Vehicle Rules:**
- No abandoned, inoperable, unlicensed, derelict vehicles or leaking vehicle may be parked, stored, or kept on or near the Premises. Any such vehicle may be removed or towed at Tenant’s expense to the extent permitted by law. may remain on or near the Premises.
 - No recreational vehicles (e.g., boats, trailers, campers) or commercial/public vehicles may be stored or parked on the Premises without prior written permission.
 - We may regulate where and how vehicles are parked. Any vehicle violating these rules may be towed without notice at your expense.
 - You are responsible for the cost of cleaning any oil stains or drips left on the driveway or parking areas.
 - Tenant shall park vehicles only in areas designated or reasonably permitted for parking and shall not park in fire lanes, no-parking zones, landscaped areas, lawns, or any other area prohibited by law, HOA rules, or Property Manager.
 - Property Manager may limit the number, type, and location of vehicles allowed on the Premises. Tenant shall comply with any such limitations upon notice.
 - No vehicle repair, maintenance, or restoration work may be performed on the Premises without prior written consent from Property Manager.
 - Vehicle washing on the Premises is prohibited unless expressly authorized in writing.

5. Mold Prevention and Moisture Control

- a. You must take reasonable steps to prevent moisture buildup, including:
- Using ventilation fans,
 - Keeping the property clean and sanitary,
 - Reporting any leaks, water intrusion, or visible growth immediately,
 - Not shutting off the HVAC system or blocking vents.
- b. All leaks, of all size must be reported immediately
- c. Tenant shall remove any visible moisture accumulation in or on the Premises, including all walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence.

You agree to indemnify us for any damage caused by your failure to follow these rules. We are not liable for injury or property damage caused by mold or mildew resulting from your failure to maintain or report, no matter any other contributing causes of factors to any degree.

6. Keys, Locks and Communication

- a. **Keys and Locks:** You are responsible for any lost, broken, or misplaced keys, including mail keys or padlocks. If we assist with locksmith services, you must reimburse all related costs.
- b. **Lockouts:** Tenant agrees to pay a \$50.00 (\$100 for evenings and weekends) lockout fee should Tenant lock himself/herself out and request to be let back into the rental unit.
- c. **Repair and Service Requests:**

- All non-emergency maintenance requests must be submitted through your tenant portal at GoldenCDA.com.
- Emergency issues (fire, gas leak, flooding, etc.) should be reported immediately by phone, after contacting 911 if needed.
- d. **Extended Absences.** Tenant shall notify Property Manager in writing of any absence from the Premises exceeding seven (7) consecutive days. Tenant shall remain responsible for the security, maintenance, and utility service of the Premises during any such absence.
- e. **Return of Keys and Access Devices.** Tenant shall return all keys, remotes, openers, and access devices at move-out in the manner directed by Property Manager. If any such item is not returned, Tenant shall remain responsible for all related replacement, re-keying, administrative, and security costs.
- f. **Securing the Premises.** Tenant shall keep all doors and windows locked when the Premises are unattended and shall exercise reasonable care in safeguarding the Premises from theft, vandalism, weather damage, or unauthorized entry.

7. Move-Out Cleaning and Inspection

a. Professional Cleaning Required:

- Carpets must be professionally cleaned at move-out, and you must provide a paid invoice for a professional cleaning vendor.
- The entire Premises must be professionally cleaned to our standards.
- You may request a referral to our preferred cleaning vendors. If you use our preferred vendor, your cleaning will be considered satisfactory.
- If you fail to provide proof of cleaning, or the Premises is not adequately cleaned, we may deduct reasonable cleaning costs from your security deposit.

b. Move-Out Inspection:

- Move-out inspections will be conducted by Golden Properties or its designee **without the tenant present**.
- The Premises must be fully vacated, cleaned, and have utilities active.
- Keys must be returned to the designated lockbox.
- If the inspector arrives and the unit is not fully ready or utilities are off, a \$100 administrative fee will be charged, in addition to reconnection costs.

c. Damages and Maintenance Costs:

- For any repairs, cleaning, or maintenance you fail to perform on move-out such that we are required to perform it, we will bill such items to you at cost.
- For items repaired or replaced by Landlord or Property Manager using in-house labor and/or materials, Tenant agrees that applicable charges may be assessed. Such charges may include flat service fees and/or an hourly labor rate, along with the cost of any materials used. Current service fees and hourly labor rates are published on our website and may be updated from time to time at goldencda.com.

END OF EXHIBIT.