



RE-50 DELAYED POSSESSION RENTAL AGREEMENT (Seller Occupancy After Closing)

JANUARY 2024

EDITION

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THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



- 1 Date: 02/05/2024
- 2 TENANT(s) Anabel Manzanares
- 3 agree(s) to rent from LANDLORD Canyon County
- 4 the property commonly known as 1212 Albany Street, Caldwell, ID 83605
- 5 in Canyon County County, Idaho (the "PREMISES") on the following terms and conditions:
- 6
- 7 **1. TERM.** This agreement shall start upon closing and shall terminate on (Date) 05/31/2024 at (Local
8 Time in which PROPERTY is located) 5 ☐ A.M. ☒ P.M. or upon the complete vacancy and surrender of the PREMISES by
9 TENANT, whichever occurs first. Upon termination, any rent paid in advance shall be pro-rated on a daily basis, and the surplus portion
10 shall be refunded to TENANT within 48 hours of termination.
- 11
- 12 **2. RENT.** The rent shall be \$ per OR \$ 3.00 as a flat rate and full payment for the term of
13 the lease. An initial payment of \$ 3.00 as ☐ the first period's advance rent payment OR ☒ full advance payment for the
14 term of the lease ☐ is accompanied herewith and receipt is hereby acknowledged OR ☒ is due no later than: 02/29/2024
15 Future rents shall be payable in advance on the n/a day of each n/a, commencing on
16 n/a Rent shall be payable to Canyon County
17 at
- 18
- 19 **3. SECURITY DEPOSIT.** TENANT shall tender on or before closing \$ n/a as a security deposit to be applied against
20 damage, changes, or charges by TENANT to the PREMISES. Pursuant to Idaho law security deposits cannot be applied to normal wear
21 and tear, must be returned to TENANT within twenty-one [21] days after surrender of the PREMISES and if not returned in full must be
22 accompanied by a signed statement itemizing the amounts lawfully retained, the purpose for retention and a detailed list of expenditures
23 made from the deposit. Security Deposit shall be held by: ☐ LANDLORD ☐ other: n/a for the benefit of the parties hereto.
- 24
- 25 **4. POSSESSION.** TENANT is entitled to possession on the closing of the sale of PREMISES. IRH LLB
- 26
- 27 **5. INSURANCE.** LANDLORD agrees to keep the PREMISES insured against ~~fire~~ personal injury liability and other normal
28 casualties. All proceeds of any such policy shall be payable to LANDLORD alone. LANDLORD shall have no responsibility for insuring
29 anything in or on the Property which belongs to the TENANT. TENANT is ☐ strongly encouraged OR ☒ required to obtain the proper
30 amount of renters insurance.
- 31
- 32 **6. TAXES.** LANDLORD shall be responsible for all property taxes associated with the PREMISES during the term of this
33 Agreement.
- 34
- 35 **7. UTILITIES.** TENANT agrees to pay for all utilities, including garbage collection charges and irrigation assessments, during the
36 term of this Agreement.
- 37
- 38 **8. IMPROVEMENTS.** TENANT shall not be entitled to make any improvements or alterations in the PREMISES, including painting,
39 during the term of this Agreement without the express written permission of LANDLORD. TENANT will return the PREMISES to
40 LANDLORD in as good a condition as it was upon possession, ordinary wear and tear excepted. TENANT shall be prohibited from
41 allowing liens to be filed against the PREMISES. In the event a lien is recorded against the PREMISES due to TENANT'S actions, or
42 inactions, TENANT shall indemnify LANDLORD from the same and pay any reasonable costs and attorneys fees associated with removal
43 of said lien.
- 44
- 45 **9. DEFAULT.** Failure of tenant to abide by any term of this Agreement, including the prompt payment of rent, shall constitute a
46 default under this Agreement. Upon default LANDLORD shall be entitled to all legal remedies available under any purchase and sale
47 agreement as well as entitlement to the possession of the property and eviction remedies authorized by Idaho Code Title 6 Chapter 3.
48 Further, due to the special circumstance of the PREMISES being sold to LANDLORD, if TENANT fails to timely surrender the PREMISES
49 precisely when required, TENANT shall be liable to LANDLORD for hold over rent and consequential damages, all of which shall be subject
50 to treble damages, regardless of TENANT'S motive, intent or lack of malice, wantonness or oppression. Or, in place of all damages stated
51 herein, LANDLORD can accept, for each day held over, an amount equal to three times the daily rent indicated herein as liquidated
52 damages.
- 53
- 54 **10. SUBLETTING OR ASSIGNMENT.** TENANTS may not sublet the PREMISES and may not assign TENANT'S rights under this
55 Agreement.

LANDLORD'S Initials (IRH) (LLB) Date 2/16/24TENANT'S Initials (IRH) (LLB) Date

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11. RELEASE OF REAL ESTATE BROKERAGES. LANDLORD and TENANT release all real estate brokerages, their licensees and employees, and agree to indemnify all brokers, their licensees and employees from any and all claims arising as a result of this Agreement or the TENANTs possession of the PREMISES.

12. ATTORNEY'S FEES. If either party initiates or defends any arbitration or legal action or proceedings which are in any way related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

13. SMOKE DETECTOR. It is TENANT'S responsibility to maintain the smoke detector(s) as specified by the manufacturer, including monitoring and replacement of batteries, if required.

14. LEAD PAINT DISCLOSURE: The PREMISES ☒ is ☐ is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, TENANT hereby acknowledges the following: (a) TENANT has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", and (b) TENANT acknowledges there is a potential for the presence of lead-based paint hazards in said PREMISES. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

15. MOLD DISCLAIMER: TENANT is hereby advised that mold and/or other microorganisms may exist in the PREMISES. TENANT acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold LANDLORD and any Broker or agent representing LANDLORD or TENANT harmless from any liability or damages (financial or otherwise) relating to such matters.

16. ACCESS TO PREMISES. LANDLORD or his or her representative shall have the right to access the PREMISES so long as TENANT is provided notice, either directly or through his or her representative, a minimum of 24 hours prior to access.

17. KEY DELIVERY. LANDLORD is entitled to possess a set of keys for the term of the lease. TENANT shall deliver keys and garage door opener remote controls to LANDLORD or LANDLORD'S representative on the last day of the TERM of this Agreement.

18. OTHER TERMS AND/OR CONDITIONS: _____

n/a

LANDLORD: Brad Holton [Signature] Date: 2/16/2024

LANDLORD: _____ Date: _____

TENANT: Anabel Manzanarez [Signature] Date: _____

TENANT: _____ Date: _____

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DATED this 11th day of February 2024.

CANYON COUNTY BOARD OF COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u>Commissioner Leslie Van Beek</u>	<u>✓</u>	<u> </u>	<u> </u>
<u>Commissioner Brad Holton</u>	<u>X</u>	<u> </u>	<u> </u>
<u>Commissioner Zach Brooks</u>	<u>X</u>	<u> </u>	<u> </u>

ATTEST: RICK HOGABOAM, CLERK

By: CRoss
Deputy Clerk

Agreement no. 24-018