

**DLR PROPERTIES LLC dba
PRAIRIE SCHOONER ESTATES & MINI STORAGE
2175 W. Highway 53, Rathdrum, Idaho 83858**

RENTAL AGREEMENT

THIS CONTRACT made this 24th day of August, 2017, by and between DLR PROPERTIES LLC, a California limited liability company, DBA PRAIRIE SCHOONER ESTATES herein called "Landlord", and Amy & Aaron Dickinson herein called "Tenant". Landlord hereby agrees to rent to Tenant the real property located in the area of Rathdrum, County of Kootenai, State of Idaho, described as follows: Space #45 PRAIRIE SCHOONER ESTATES, commencing on the 24th day of August 2017, , and monthly thereafter. Landlord rents the demised premises to Tenant on the following terms and conditions:

1. RENT

Tenant agrees to pay Landlord as base rent the sum of \$315.00 per month, due and payable monthly in advance on the first day of each month during the term of this agreement. Rent must be received by 5:00 P.M. If the rent has not been received by 5 P.M. on the 5th day of the month, then a 3 day notice to vacate may, at Landlord's discretion, be posted pursuant to Idaho law. The base monthly rent includes the following utilities and services provided by the landlord: water, sewer, and garbage. Except for those utilities and services which are included in the base monthly rent, Tenant shall pay all charges and deposits for utilities and services supplied to the subject home site.

2. PAYMENT OF RENT: ABATEMENT

The initial payment of rent and security deposit under the terms of this Rental Contract must be made in check or money order. Thereafter monthly rent payments may be paid by check until the first check is dishonored and returned unpaid. Time is of the essence in this agreement. Rent shall be made payable to DLR Properties and delivered to Landlord at PRAIRIE SCHOONER ESTATES, 2175 W. HWY 53, #206, Rathdrum, Idaho, 83858. Any rent lost in the mail will be treated as if unpaid until received by Landlord.

No abatement of rent shall be claimed or allowed to Tenants or any other person claiming under them under any circumstances, whether for inconvenience, discomfort, interruption of services or otherwise, arising from the making of alterations, improvements, or repairs to the premises because of governmental laws, or as a result of weather, natural disasters or other acts of God.

3. LATE CHARGES

In the event rent is not received prior to 5:00 P.M. on the 5th of the month, regardless of cause, including dishonored checks, Tenant agrees to pay a late

charge to Landlord of Five (\$5.00) Dollars a day for each day rent is late. No partial payments will be accepted. Neither ill health, loss of job, financial emergency or other excuse will excuse late payment. Landlord reserves the right not to accept rent payments tendered after the 15th of any month in which rent is due, and to treat the non-acceptance as non-payment. Failure to exercise this right shall not be construed as a waiver of this right in any subsequent month.

4. BAD CHECK SERVICING CHARGE

In the event Tenant's check is dishonored and returned unpaid for any reason to Landlord, Tenant agrees to pay as additional rent in the amount of \$25.00 if for any reason a check is returned or dishonored, all future rent payments will be by money order.

5. USE

The Tenants agree to use the premises only as a residence for themselves and their children named _____

And their after-born or adopted children, whose names Tenants shall supply to Landlord. Resident agrees to pay \$60.00 each month for each additional person who shall occupy the premises in any capacity. If Tenants fail to inform Landlord of additional people occupying property, the \$60.00 per person per month fee will be assessed retroactively to the date commencing this Rental Contract.

6. PETS-REFER TO RULES AND REGULATIONS #4

There shall be no pets allowed on the rented premises except as may be permitted by Landlord, in writing. Tenant hereby agrees that if found in violation, a fine of \$10.00 a day will be charged to the Tenant. If pets are allowed by Landlord, Tenant agrees to render an additional security deposit of \$50.00 plus a fee of \$5.00 per month per pet. This consent constitutes a representation by the Tenant and consent by the Landlord for maintenance of yard at said property of the following described pet(s):

Type _____ Deposit \$ 50.00
Breed Lab/Bordercollie F
Weight _____
Color _____
Name _____

Type _____ Deposit \$ 50.00
Breed Bison M
Weight _____
Color _____
Name _____

Tenant shall install a chain link fence (at least 4 ft. high) with a chain link gate for their dog. Dog must be on a leash when walking outside of yard in park. When walking your pet tenant must clean up after it (carry a plastic bag and dispose of it in trash bin).

The Tenant is to be fully responsible for any damage to property of Owner or of others which may result from the maintenance of the pet.

Landlord reserves the right to revoke this consent on three (3) day's notice to Tenant, if in the opinion of Landlord's Agent, the pet has been a nuisance to other residents or has not been maintained according to these rules. In the event consent is revoked, Tenant has a right to cure the problem. If Tenant does not cure the problem immediately, tenant is in breach of contract. If tenant does not remove said pet there will be a \$10.00 a day charge. Any animals on the property not registered under this contract will be presumed to be strays and will be disposed of according to law, at the option of Landlord.

7. NON-ASSIGNMENT OF RENTAL AGREEMENT

Tenant agrees not to assign this agreement, not to sublet any part of the property, nor to allow any other person to live therein other than as named in Paragraph 5 above without first requesting, in writing, permission from the Landlord and paying the appropriate surcharge. Further, that covenants contained in this Rental Agreement, once breached, cannot afterward be performed: and that unlawful detainer proceedings may be commenced against non-approved residents of the premises.

8. LEGAL OBLIGATIONS

Tenants hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any debt, weather, job situation, race, family situation, or other responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against their current and future assets and/or earnings.

The parties further agree that in the event either party to this Agreement is required to retain the services of legal counsel to enforce any of the rights, duties or obligations created herein, including those accruing under the Rules and Regulations (see Paragraph 28) and/or Idaho law, the prevailing party shall be entitled to reasonable attorney fees and costs actually paid, whether or not a civil action is commenced.

9. ATTORNEY'S FEES

If court action is sought by either party to enforce the provisions of the Rental Contract, attorney's fees and costs may be awarded to the prevailing party in the court action.

10. IDAHO STATUTES

Landlord and Tenants shall follow the applicable Idaho State statutes.

11. SECURITY DEPOSIT

Tenants hereby agree to pay a security deposit of \$ 315.00. The security deposit set forth above shall secure the performance of Tenant's obligations hereunder. Landlord may, but shall not be obligated to, apply all or portions of said deposit towards the satisfaction of Tenant's obligations hereunder. Tenant shall not have the right to apply the security deposit in payment of the last month's rent. Deductions from the security deposit may be made for, but not limited to, the following items: unpaid rents, charges or attorney fees, cleaning of the rented lot, repair to the subject lot or other property facilities, and equipment, and any other amounts due Landlord hereunder. The unused balance of the security deposit shall be refunded to Tenant within thirty (30) days from the date possession of the rented lot is delivered to Landlord, together with a written statement setting forth any charges made against said deposit by Landlord.

12. MONTH TO MONTH TENANCY

This is a month to month Rental Contract only! It is not a lease or other long-term contract. After one (1) month's rental payment has been received, this contract may be terminated by mutual consent of the parties; or by either party giving written notice at least 30 days prior to the rent due date, or as otherwise provided by Idaho law. Any provision of this agreement may be reasonably changed by the Owner in like manner, thus THIS RENTAL CONTRACT ESTABLISHES A MONTH TO MONTH TENANCY ONLY! All parties agree that termination of this agreement without prior notice before 30 days will constitute a breach of the tenancy as agreed on Page 1, and all Security Deposits shall be forfeited in favor of the Landlord, at Landlord's option, following termination without notice.

13. TENANT COOPERATION: ACCESS TO PREMISES

Tenants shall permit Landlord or its agents to enter the premises at all reasonable hours to inspect the premises or make repairs that Tenants neglect or refuse to make in accordance with the provisions of this Agreement, and also to show the premises to prospective tenants in the event that this Agreement has been terminated.

Tenant agrees to cooperate with the Landlord/Agent in showing property to prospective tenants, prior to termination of occupancy.

14. REMOVAL OF LANDLORD'S PROPERTY

If Tenants or their agents, including movers, remove or damage any property belonging to Landlord without the express written consent of Landlord, this will

constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Contract. Landlord may also take further legal action.

15. TENANT INSURANCE

No rights of storage are given by this agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against Landlord, his agents, or employees. Tenant agrees to purchase insurance, at their own expense, sufficient to protect themselves and their property from liability, fire, theft, burglary, breakage, electrical connections. They acknowledge that if they fail to procure such insurance it is their responsibility and they alone shall bear the consequences.

Tenants shall be in exclusive control and possession of the premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the premises nor for any injury or damage to any property of tenants. Tenants agree to indemnify Landlord for all costs and attorney fees incurred in defending a claim (whether or not a civil action is actually commenced) against Landlord contrary to the terms of this Paragraph allocating liability. The provisions herein permitting Landlord to enter and inspect the premises are made to ensure that Tenants are in compliance with the terms and conditions hereof and make repairs that Tenants have failed to make. Landlord shall not be liable to Tenants for any entry on the premises for inspection purposes.

16. ABANDONMENT

If Tenant leaves the premises unoccupied for 15 days, without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid, then Landlord and/or his representatives have the right to take immediate possession of the property and to bar the resident from returning. Landlord will also have the right to remove any property that the resident has abandoned and store it at Tenant's expense.

17. CONDITION OF PREMISES

The Tenants hereby acknowledge the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree failure to file any written notice of defect will be legally binding proof that the property is in good condition at the time of occupancy.

18. TENANT RESPONSIBILITY – REFER TO RULES AND REGS #2

Tenant agrees to keep yard clean and free of all trash. Tenant must keep surplus in a storage shed. If Tenant has a pet, all pet waste must be cleaned up daily and disposed of.

19. ALTERATIONS

Tenant shall make no alterations, decorations, additions or improvements to the premises without Landlord's prior written consent. All alterations, additions or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term hereof.

20. MAINTENANCE OF LAWNS

The Tenant acknowledges that they are legally responsible for maintaining the lawns and landscaping and will be held liable for any damage caused by lack of water, abuse or neglect. Tenant may keep a garden, however, will be charged \$5.00 a month, during the growing season to cover Landlord's increased cost of providing water.

21. VEHICLE POLICY – REFER TO RULES AND REGULATIONS #5

Only two (2) automobiles per lot are allowed. Junk cars, cars on blocks, non-running vehicles, or unlicensed vehicles are not permitted on property. Removal will be at the expense of the Tenant. A storage area is available, for a fee. Tenants agree to park off the street.

22. DISCLOSURE OF OWNER-LANDLORD/AGENT

The Owner/Landlord is David and Valerie Rucker, husband and wife and may be represented, at times by employees or agents of DLR Properties LLC dba Prairie Schooner Estates,

23. PHONE AND MAILING ADDRESS

In the event that the Tenant installs a phone, Landlord will be given the phone number within 2 working days of installation, and will be notified within 2 working days of any change in the phone number. Tenant further agrees to provide a mailing address if Tenant decides not to use the mail boxes in the Park.

24. CONDITIONS ON SELLING MOBILE HOME

Tenant will be liable for all rent hereunder until the mobile home is removed from the Park or until the new buyers or tenants of the mobile home have been approved by Landlord and have assumed rental payments.

If Tenant intends to remove the mobile home from the Park, Tenant must provide a written notice of such intention at least 30 days before the intended date of removal.

Tenant and the prospective purchasers of the mobile home shall arrange a meeting with the manager of the Park to qualify the purchasers before a final contract is signed.

If any person or persons move into any mobile home in the Park before being approved by Landlord, a penalty of \$25.00 per day may be assessed to Tenant and to such person or persons, all of whom shall be jointly and severally liable therefore and all or whom may also be liable for attorney fees and costs associated with enforcing the terms of this paragraph and/or in reclaiming the Space.

25. WAIVER

All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into effect. Any exercise of and right by Landlord or failure to exercise any rights shall not act as a waiver of those or any other rights. No statement or promise by Landlord, it's agent or employees, as to tenancy, repair, amount of rent to be paid or other terms and conditions shall be binding unless it is in writing and made a specific part of this agreement.

The failure of Landlord to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Landlord may have regarding the specific instance, and shall not be deemed a waiver of any subsequent breach or default under any terms and conditions.

26. LEGALLY BINDING

Tenant hereby states that they have the legal right and authority to sign for any and all other residents or occupiers of the premises and to commit them to abide by this Agreement.

27. TERMS

In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, the term owner will include landlord, lessor; and the term resident will include tenant, leasee.

28. FULL DISCLOSURE

Tenants by signing this Agreement hereby represent that they have read this Agreement, and that they fully understand all the provisions of the Agreement, and the rights, duties and obligations of each party, as provided herein. They further state that they agree to fulfill their obligation in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment that he/she has received a signed copy of the Rental Agreement,

and that the same constitutes the full, final and complete agreement of the parties hereto, subject only to amendments or revisions and provided for herein or by Idaho law.

The parties acknowledge that a copy of the rules and regulations of Prairie Schooner Estates are attached to the Rental Agreement and are expressly made a part hereof as though fully set forth herein, and that TENANT HAS READ SAID RULES AND REGULATIONS. Tenant further covenants and agrees that said rules and regulations shall be faithfully observed by Tenant, Tenant's family, guests, agents and invitees.

The parties further acknowledge and agree that Landlord reserves the right to amend such rules and regulations and/or rental agreement upon written notice to Tenant, which amendments shall be binding and effective ninety (90) days after the date of mailing or delivery, whichever shall first occur, of said notice to Tenant.

29. NOTICE OF CHANGE

All notices of changes in the Park Rules and/or increase of rent shall be effective upon a ninety (90) day notice of such changes.

No oral representations have been made to the tenants and there are no other agreements or representations made by or between the parties hereto that are not set forth herein.

Any false statement(s) on this application is a breach sufficient for termination.

ACCEPTED THIS 24th DAY OF August 2017


OWNER/AGENT


TENANT


TENANT