

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO (BOISE)

PROOF OF CLAIM

Name of Debtor
Katherine L. Yocom

Case Number
04-01883

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Dan Pat Frison

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name and Address where notices should be sent:

Dan Pat Frison
1726 F. Stadler Ct
Eagle, ID 83616-5362

Check box if you have never received any notices from the bankruptcy court in this case.
 Check box if the address differs from the address on the envelope sent to you by the court.

Telephone Number:

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor:

Check here if replaces this claim amends a previously filed claim, dated: _____

1. Basis for Claim

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other Rent

- Retiree benefits as defined in 11 U.S.C. §1114(a)
- Wages, salaries, and compensation (fill out below)
Last four digits of SS #: _____
Unpaid compensation for services performed from _____ to _____
(date) (date)

2. Date debt was incurred:

5/1/04

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$ 800.00

(unsecured) (secured) (priority) (Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below.

Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- Real Estate Motor Vehicle
- Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Nonpriority Claim \$ 800.00

Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.

Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____
Specify the priority of the claim:

- Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- Up to \$ 2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

5

Date

6/7/04

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Patricia Frison

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Standard Rental Agreement

Move in date: MAY 1, 2003

THIS AGREEMENT, Made this 29th day of APRIL 2003 between DAN/PAT ERISON hereafter called "Owner," and Katherine YOBAM, hereafter called "Tenant."

CONSIDERATION of the payment of the rentals and the covenants herein contained in the part of the Tenant, Owner hereby rents and leases to Tenant the following-described premises, situated in Meridian (city), Ada (county), Idaho. Apartment number _____ Street Address 2040 Station Zip 83642

TERM, THIS IS A MONTH-TO-MONTH TENANCY. A "month" for the purposes of this agreement commences on the first day of calendar month, and ends on the last day of the same calendar month. This tenancy, and Tenant's obligation to pay rental as hereafter provided, shall continue until terminated in the manner set forth in this agreement.

MINIMUM TERM. If Tenant is obligated to rent the premises for a minimum term, check here and fill in Minimum Term: 1yr/12 mths. The minimum term obligation under this agreement will be completed on April 30 2004. Should Tenant fail to occupy the premises for the minimum term for any reason, such shall be a breach of this agreement, and there will be an administrative charge to cover Owner's administrative, clerical, transportation, and other miscellaneous costs which will be incurred, and Tenant shall be liable for Owner's damages resulting from such breach (some examples of Owner's damages would be loss of rent until the unit is re-rented, the completion of the minimum term, whichever is less; advertising costs; utility costs while vacant; transportation costs to show the unit; etc.). Because of the difficulty in ascertaining the precise costs, the administrative charge, if Tenant fails to complete minimum term for any reason, will be based on the following formula: Percent of days remaining in the term of the lease times the security deposit, and will be deducted from the security deposit.

RENT

a. As rental for the subject premises, Tenant agrees to pay Owner the sum of \$ 800.⁰⁰ per month.

b. DISCOUNT RENT (Check here if applicable): There will be a \$ _____ discount from rent if Tenant _____

c. Rent shall be paid at the following address: N/A
1726 E. Stadler Ct Eagle Id 83616
or any such address as Owner may from time to time designate as the place for payment of rent.

d. **RENT IS DUE ON THE FIRST DAY OF EACH CALENDER MONTH.** If the initial term of the rental commences other than on the first day of the calendar month, Tenant's rent until the first day of the following calendar month shall be a pro rata portion of a full month's rental, calculated on a daily basis (using a 30 day month) from the commencement date until the first day of the following calendar month, and shall be payable in advance. Rent not paid by the 15th calendar day of the month shall incur 18% interest APR, computed on a daily basis from the 1st day of the rental month and continuing until rent for that month has been paid in full including all interest. When rent or any other charges are in arrears, all payment made shall be applied first to any outstanding debts in the order they were incurred, and then to the current month's rent. Discount rent shall be abated until back rent with interest has been paid in full. Should Tenant fail to take care of Minor Maintenance Problems as agreed above while the Discount Rent is in abatement, Tenant will be charge the additional amount stated in 3.b.

OWNER'S AGENT All notices and communication to the owner shall be directed to the attention of OWNER _____, who is the duly authorized agent of Owner. All notices and communication from said agent to Tenant all be deemed notices from Owner.

SECURITY/CLEANING DEPOSIT. Tenant shall pay a security deposit of \$ 800.⁰⁰. This deposit shall be held by Owner and Owner may commingle the same with other funds) and shall be returned to Tenant at the termination of the Rental Agreement less any deductions for cleaning, repairs, damages, etc., unless Tenant be in default or breach hereof. The deposit shall be applied toward the administrative charge (if any), then Owner's costs for damages, repairs, cleaning and unpaid rents, in that order, and any balance remaining all be returned to Tenant within 30 days after the premises have been vacated by Tenant. UNDER NO CIRCUMSTANCES SHALL SUCH SECURITY DEPOSIT BE APPLIED BY TENANT FOR PAYMENT OF THE LAST MONTH'S RENTAL. Upon vacating unit, it will be inspected and if necessary, repaired and cleaned by Owner or Owner's agent. A charge will be made for repair of any damage beyond that of reasonable wear and tear due to passage of time, and for cleaning. Tenant is encouraged to be present at the inspection. Tenant should contact Owner or Owner's agent at least 4 days in advance to arrange an inspection time.

OWNER'S AGREEMENT:

- a. **PEACE AND QUIET.** So long as Tenant shall not be in breach or default hereby, Tenant shall have the continued peaceful and quiet enjoyment of the premises.
- b. **MAJOR REPAIRS.** Owner shall be responsible for all major repairs to the premises, (except such repairs needed which were caused by the acts or omissions of Tenant or Tenant's guests) such as the following (included by way of illustration and not a limitation): Repairs to roof, foundation, exterior walls, furnace, sewers, hot water heater, air conditioner (if any).
- c. **RISK OF LOSS.** During the time that Tenant is in occupancy of the premises, Owner shall have the risk of loss to the premises, (but not Tenants property therein) resulting from fire, windstorm, hail, lightning, or like casualty, and in the event of damage or destruction from such cause, Owner shall at Owner's option, repair or replace the same, or declare this agreement terminated as of the date of such loss or destruction. Should owner fail to promptly repair or replace any such loss or destruction, Tenant may at Tenant's option declare this agreement terminated. All rental due from Tenant during any period the premises are rendered untenable by reason of such loss or destruction shall be abated.

TENANT'S AGREEMENTS

a. **CONDITION AND INVENTORY.** Tenant agrees that:

- (1) Rental unit is to be clean and in good state of repair, with all appliances, plumbing, and light fixtures in working order, and clean filters in the heating system where applicable. Any exceptions shall be noted on inventory sheet or brought to attention of Owner or Owner's agent within 3 days after taking possession.
- (2) Smoke detectors, when present, are in proper working order and henceforth Tenant agrees to keep electricity and gas provided either through public utility company or battery as applicable.
- (3) That all personal property now upon the premises shall remain on the premises. If separate inventory has been prepared, check here , and attach.

b. **USE**

- (1) **TENANT'S PROPERTY.** Owner is not responsible for Tenant's personal property. Tenant agrees to be responsible for keeping or not keeping his/her property insured against all damages. (Waiver or Subrogation) Owner shall not be liable for damages or losses to person or property of Tenant caused by other residents or other persons. Owner shall not be liable for personal injury or damages or loss of Tenant's personal property from theft, vandalism, fire, water, rain hail smoke, explosions, sonic booms, or other causes whatsoever unless the same is due to the negligence of Owner. Owner shall not be responsible for any of Tenant's property lost or stolen either from Tenant's rented premises or from any parking, storage, or common area in or about the building premises, and Tenant assumes all responsibility for the security and safekeeping of any such property.
- (2) **OCCUPANTS AND TENANTS.** The premises shall be occupied as living quarters for not more than 3 persons. Only those persons who have signed this rental agreement and their minor children/foster children may reside here. Guests may stay for a maximum of two weeks unless there is prior approval from Owner. If unauthorized persons stay in the unit longer than 2 weeks, cumulatively (within one year) or consecutively. Owner has the option of requiring them to sign this rental agreement, or terminating this agreement in the entirety.
- (3) **UNLAWFUL OR HAZARDOUS USE.** Tenant shall make no unlawful use of the premises, nor conduct any illegal activities on the premises, nor shall any nuisance be maintained or any dangerous activities or use carried on which will or can have an adverse affect on fire insurance ratings or constitute any hazard to persons or to the premises.
- (4) **PETS.** Pets are not permitted, unless approved by Owner/Manager. If pets are permitted (check here) only those kind and number of pets listed below are permitted and Tenant agrees to sign a pet agreement and pay an additional deposit of \$ _____. Following pets are permitted: Seeing Eye Dogs, or Leader Dogs.
- (5) **UTILITIES.** Tenant shall pay all utilities with respect to the premises, except the following which will be furnished by Owner: _____, if utilities are furnished, or to the extent utilities are furnished, Tenant agrees to conserve the same. Should Tenant's usage be excessive in the opinion of Owner, Owner reserves the right to make an extra charge for excessive use. If utilities essential to the heating of the premises are not furnished, Tenant agrees to provide said utilities and to pay promptly all charges therefore which shall be made by the utility company furnishing the same. Tenant is responsible for insuring that heat is maintained in the unit to prevent damage from freezing. Tenant expressly assumes that risk of loss of damage to the premises, and shall pay for all such loss or damages caused by any freezing which results from Tenants failure to provide proper heating or other action by Tenant (including loss of heating because utilities were shut off due to nonpayment of bills if Tenant is responsible for paying those bills.)

(6) **LOUD NOISE.** Tenant agrees not to play any musical instrument, stereo, CD, cassette, radio, or television loud enough to be heard by neighbors or other tenants during the hours after 10:30 P.M. until 8:00 A.M. and Tenant shall exercise reasonable care so as not to disturb other tenants or neighbors at any time of the day or night.

(7) **SIGNS.** Tenant shall not post any signs or advertising material at any location in or upon the premises.

(8) **ASSIGNMENT; SUBLEASE.** Tenant shall not assign this agreement, nor sublease the premises, or any part thereof, without the prior written consent of Owner.

(9) **INSPECTION.** Tenant agrees that Owner or Owner's authorized agent may enter the premises at reasonable times and intervals to inspect, repair, and maintain the same, or to show the property to any prospective buyer, or any loan or insurance agent. After notice of termination of this tenancy has been given by either party, Owner may show the premises to any prospective Tenant.

(10) **RULES.** If the rented premises are a unit of multiple dwelling, Tenant agrees to abide by such reasonable rules and regulations as Owner may from time to time establish for all tenants of such multiple dwellings.

(11) **BAD CHECKS.** In the event the Tenant's bank dishonors his or her check, the Tenant agrees to pay to the Owner \$10.00 for each occurrence to cover Owners administrative costs.

c. **CARE AND MAINTENANCE.** Tenant shall maintain the rented premises in clean and orderly condition.

(1) **NAILS, SCREWS, TACKS, ETC.** Tenant agrees not to drive nails, screws, tacks or other objects into concrete or stone walls or woodwork. Tenant is authorized to use small nails or screws to hang pictures, etc., provided Tenant removes them and fills the holes when moving out. If there are an excessive amount of holes (filled or not) such that the wall looks unsightly and it is necessary to repaint the wall, Tenant will be responsible for repainting or paying for it to be done.

(2) **UNAUTHORIZED PAINTING/ALTERATIONS.** Tenant shall not paint any of the premises except upon the Owners prior written consent, and upon such conditions as Owner may impose in connection with such consent. Should Tenant, after beginning any approved painting project, vacate the premises before finishing the painting and should Tenant leave any room or adjoining surfaces between rooms partially completed, after having originally agreed to paint said entire room or adjoining surface, Tenant shall be liable to Owner for Owner's expense in finishing or having finished said painting project. Tenant shall make no alteration to the building, nor shall Tenant permit any remodeling, except upon the prior written approval of Owner. No outdoor radio or television antennae of any kind may be installed without written consent of Owner.

(3) **DAMAGES.** Tenant will be responsible for damages to appliances caused by misuse, for example puncturing of refrigerator cooling system, usually done trying to expedite defrosting, and will have to repair or replace the damaged appliance. Tenant will be responsible for damage caused by negligent overflows of water.

(4) **PLUGGED DRAINS.** Tenant is responsible for unplugging plugged sinks, toilets, and floor drains. Tenant will pay for the cost of a plumber or roofer unless it can be ascertained that the blockage was not the fault of the Tenant.

(5) **EXTERIOR MAINTENANCE.** Check here if Tenant is responsible for exterior maintenance. If so, Tenant shall keep all lawns, gardens and shrubbery on the property neatly cut, trimmed, and watered at Tenants expense. Snow and ice will be removed from all sidewalks in accordance with city ordinance.

(6) **REPAIR/REPLACEMENT.** Tenant shall be responsible for repair or replacement, as required, of damage or breakage caused by Tenant or by visitors of the premises to whom the Tenant is acting as host. Tenant is responsible for any damage caused by others (i.e. vandalism, break-ins, etc.) which is not reported immediately (with in 24 hrs.) to police or insurance company and owner, as appropriate. Tenant will reimburse Owner for any repairs necessary within 30 days of delivery of the invoice for charges unless otherwise agreed in writing. Tenant may not contract for any repairs or maintenance to the premises without the written permission of Owner or Owner's agent.

TERMINATION.

a. **TERMINATION OF MONTH-TO-MONTH TENANCY. NOTICE.** The parties expressly agree that , not withstanding any provision of custom, statues, or law to the contrary, the following shall be the manner of terminating the month-to-month tenancy hereunder except in the case of default: Either party may terminate a month-to-month tenancy by notice in writing given to the other

party not less than 30 days prior to the date on which it is desired to terminate said tenancy. Such termination date need not be at the end of "month" as herein defined. Tenant's liability for payment of rent shall continue until the termination date. But if such date be other than the last day of a "month" as herein defined, the rent for the fractional portion of the "month" in which the tenancy terminates shall be pro-rated on a daily basis, with each day's rental being 1/30th of a month's rental, and such rental shall be due and payable on the first day of the "month" in which the termination date occurs.

b. TENANT RESPONSIBLE FOR CLEANING AND REPAIRING ON MOVE OUT. A termination of this tenancy for any reason. Tenant shall return said premises to Owner in as good condition as when received, reasonable wear and tear excepted. Tenant shall leave an operating light bulb in each light socket upon vacating the premises. If Tenant shall leave the premises in a condition contrary to the requirements of this agreement at the termination hereof, Tenant agrees to pay the costs of cleaning, repairing, or replacing as necessary to correct such condition, and agrees that the security deposit paid to Owner may be applied to such purpose to the extent necessary. Tenant further agrees to be responsible for Owner's loss of rental income during any period which is reasonably required to perform such cleaning or repairs and agrees that the security deposit paid to Owner may also be applied toward the same.

c. RETURN OF KEYS. Tenant must return all keys upon vacating the rental. If all keys are not returned, Owner may have locks re-keyed and Tenants will be responsible for the costs of such re-keying.

d. PERSONAL PROPERTY LEFT ON PREMISES. Should tenant leave personal property on the premises after relinquishing tenancy, Owner may store the property on the premises for not more than 30 days at the rate of \$8 per day or, may remove and dispose of the property as provided in paragraph 14.

DEFAULT BY TENANT. In the event of Tenant's default in payment of rental, or a breach of any of the other terms and conditions of this agreement and Tenant's tenancy hereunder may be terminated upon 3 days notice in writing given by Owner, or Owner's agent, to Tenant. Tenant shall, by the end of the third day following the delivery of any such notice, either deliver up possession to Owner, or correct the matter in default. Should Owner be compelled to institute a legal action to recover possession of the premises by reason of nonpayment of rental by the Tenant, and should Tenant tender payment of rental after commencement of such legal action, Owner shall not be required to accept such payment unless, Tenant pays the entire rental in default plus all actual attorney's fees, court costs, and service fees incurred by owner in said legal action up to said time. Any acceptance by Owner of any amount: (a.) shall be totally at Owner's option and such payment shall be applied first to attorney's fees, court costs, and service fees incurred by Owner in said legal action, then to rental; and (b.) shall not operate to stay said legal proceedings or as any waiver of Owner's right to possession of the premises (e.g. Owner need not dismiss an eviction lawsuit even if the full aforementioned sum is paid.

NOTICES. Notwithstanding and contrary provision of statute, law or custom, all notices of default, notices of termination, or other notices hereunder shall be given as herein provided. All notices shall be in writing. Notices to Owner shall be deemed given when delivered personally to Owner's agent, or in person in charge of Owner's offices at the address herein stated at which rentals shall be paid. All notices to Tenant may be served by mail, by depositing the same in the United States Mail, postage fully prepaid, addressed to Tenant at the post office address of the rental premises unless otherwise provided by law. Mailed notices shall be deemed delivered on the date following the date of mailing of the same, and Owner shall not be required to prove delivery to Tenant. If the premises are occupied by husband and wife, either spouse appoints the other as his or her agent for the purposes of receiving notices hereunder. If the premises are occupied by more than one person, not husband and wife, as co-tenants appoints the other (s) as his or her agent for the purposes of receiving notices hereunder.

VACATING WITHOUT PROPER NOTICE. Should Tenant vacate the premises without giving the required 30 days notice to Owner: (a.) Tenant shall be liable to Owner for 30 days rental and all utility charges from the date Tenant does give notice to intent to terminate or from the date of actual termination, whichever occurs first, or from the date Owner becomes aware of the termination if no notice is given. Owner shall, however, not hold Tenant liable for rent for any period during which the premises have been re-rented and Owner is actually being paid rent by a new tenant. (b.) Tenant shall be responsible for all damages resulting from theft and from shut off of utilities (including but not limited to frozen and/or burst water pipes) until such time as the Owner becomes aware of the premises being vacated and has sufficient time to retake possession of said premises and make appropriate arrangements for necessary utility services.

ABANDONMENT. Should Tenant be in default under the terms of this Rental Agreement and should Tenant be personally absent from the premises (whether or not items of personal property have been left at the said premises) during 7 consecutive days while so in default, the parties hereto agree that unless Tenant has given Owner notice to the contrary along with a valid address at which the Tenant can be reached during the period of absence, Tenant shall at Owner's option, be deemed to have abandoned the rental premises. On or after the 8th day of such abandonment, Owner may enter into and take possession of the premises, without necessity of resorting to any legal process, and may re-rent said premises. Personal property removed to storage will be held and disposed of as prescribed in paragraph 14 below. For the purposes only of computing damages to the Owner in conjunction with Section 11 above and this Section. Tenant, shall be deemed to have given a 30 day notice of termination on the 8th day of Tenant's un-notified absence from the premises while in default. If Tenant be in default

Under the terms of this Rental Agreement and the premises appear to be empty, Owner may enter the premises for the purpose of inspecting and maintaining the unit. If upon inspection, no items of personal property have been left at the said premises, Owner may deem Tenant to have abandoned the rented premises and Owner may take immediate possession of the premises, without necessity of resorting to any legal process, and may re-rent said premises.

SECURITY INTEREST TO OWNER. Tenant hereby grants to Owner a security interest in all personal property which Tenant may at any time bring into or upon the rented premises, to secure for the full performance by Tenant of all the terms and conditions of this agreement, and the payment of all sums which may at any time be due to Owner hereunder, and agrees that in the event of default by Tenant hereunder, Owner may enforce such security interest in the manner provided by law.

STORAGE AND DISPOSAL OF PERSONAL PROPERTY. Personal property removed from the premises or stored on the premises under paragraphs 8.d, 12, or 13, above will be stored at Tenant's expense for a maximum of 30 days. If the personal property has not been claimed by the tenant during the 30 day period (by paying any sums owed Owner plus the storage and transportation charges) the personal property will be sold at auction to the highest bidder and proceeds of the sale will be used to pay for the storage, transportation, and auction fees, and the balance will be applied to satisfy any unpaid sums due to Owner. Any balance remaining will be mailed to Tenant at Tenant's last known address.

FORBEARANCE NOT A WAIVER. Any forbearance by Owner or failure by Owner to strictly enforce all the terms and conditions of this agreement shall not under any circumstances be construed as a waiver of Owner's right to strictly enforce all of such terms and conditions in the event of any further, continued, or additional default by Tenant.

ATTORNEYS FEES AND COURT COSTS. Should either party be required to bring any suit to enforce the provisions hereof or to seek damages for any breach hereof, the prevailing party in such suit shall be entitled to recover reasonable attorneys fees from the other party in such amount as shall be fixed by the court in such suit. Owner and Tenant expressly contract that, if it becomes necessary for Owner to commence a legal action to recover possession of the premises by reason of nonpayment or other breach of this agreement by Tenant (unlawful Detainer action), Tenant agrees to pay the reasonable attorney's fees incurred by Owner bringing such action to recover possession, and agrees that the Court may award such attorney's fees as cost in such legal action.

SEVERABILITY. If any provision hereof shall be held by any Court to be unlawful. All the remaining provisions of the agreement shall remain in full force and effect. Any provision which is contrary to the Uniform Consumer Credit Code of the State of Idaho shall be deemed deleted here from and shall have no lawful force and effect, but all the remaining provisions hereof shall be effective.

AGREEMENT BINDING ON HEIRS, ETC. This agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives, successors and assigns of all parties hereto.

ADDITIONAL AGREEMENTS: _____

Except as listed above, the instrument constitutes the entire agreement between Owner and Tenant and there are no other promises or agreements whatsoever.

IN WITNESS WHEREOF, Owner and Tenant have executed this agreement as of the day and year first above written.

OWNER: Patricia
BY: _____ TITLE: Owner 4/29/03
TENANT: Katherine 4-29-03 TENANT: _____
TENANT: _____ TENANT: _____

NOTICE TO TENANTS. Should you not pay rent as agreed upon in this contract and should owners of the property be compelled to institute legal proceedings against you to regain possession of your unit your responsibility may include the following:
the law provides that you may be liable: (1.) To pay the unpaid rent plus interest at the legal rate. (2.) To pay court costs and to pay sheriff's fees. (3.) To pay Attorney's fees. (4.) To pay triple damages for unlawful Detainer of the unit.
to enforce any Judgements against you the following may be done: (1.) Your property may be seized by the Sheriff, sold and the proceeds applied in satisfaction of the judgement. (2.) Your wages may be subjected to garnishment. (3.) A lien of record may be placed against you which will be binding against you and any property that you own for 5 years thereafter. Such property can be seized at any time in the future (up to 5 years) to satisfy the Judgement against you plus interest. Such judgement lien can be renewed for additional 5 year periods.

Emergency Contact: Mary Hodges (208) 898-3432 Home
Code 5575 (208) 794-1281 Cell #