

NO SMOKING ALLOWED
in buildings or on properties

No se permite fumar en los edificios
o en propiedades.
Nosotros no hablamos español.
Necesitamos la comunicacion con
todas las personas en la application.
Granite Property Solutions no sera
responsable si no entiende los detalles
de su contrato, por favor, haga que
alguien se lo traduzca.



Grant & Theresa Echols
595 East 300 North
Payson, UT 84651
(801) 465-8969

TENANT-OWNER LEASE AGREEMENT

This lease is made and executed the _____ day of _____, 20____,
by and between **Grant & Theresa Echols dba G&T Property Solutions LLC** hereafter called owner and/or landlord
and _____ hereafter referred to as tenant.

1. RENTAL ACCOMMODATION

Owner shall provide accommodations located at _____

Each resident will be provided with such furnishings and facilities as presently located in the unit and in their present condition. Occupancy is strictly limited to 2 people over the age of 1 year per bedroom for a total of _____ people in this unit. Expected occupancy under this lease is _____ people. All other persons desiring to occupy the unit must be approved by the owner/landlord in writing.

2. TERMS OF LEASE Tenant understands that this rental agreement is for the period of time so specified: beginning on _____ and continuing until _____ unless terminated in accordance with this agreement. The tenant must give a written 30-day notice to the owner/landlord if they intend to leave on the date this contract terminates. If a written 30-day notice has not been given to the landlord, the tenant will be considered a holdover tenant at which time a month-to-month tenancy shall be created which will continue until a new lease period is specified. **Month-to month tenancy will increase agreed monthly rental amount by \$100 per month.** Such month-to-month tenancy will be subject to all the terms and conditions herein and will still require a written 30-day notice to terminate said tenancy. Notice must be given before the 1st day of the month in which either party desires to terminate the month-to-month tenancy. All month-to-month tenancies shall terminate on the last day of the month. In the event the tenant or owner decides to terminate the tenancy, the tenant agrees to keep the inside and outside of the unit clean and to show their unit to all prospective renters. The tenant agrees to keep any "For Rent" signs posted by Granite Property Solutions in the place it was originally set.

3. SECURITY DEPOSIT Tenants security deposit of \$_____ is due upon signing of the lease. \$_____ of said deposit is non-refundable. At the owner's discretion, the deposit funds may be transferred to a Property Management Sweep Account. **The security deposit may not be used in lieu of a due rent payment.** If all obligations have been satisfied, i.e. properly cleaned unit, all monetary obligations met (rent, utilities, etc.), a properly executed check-out with the landlord, and there is no damage beyond normal wear and tear, the security deposit and any prepaid rents will be refunded to the tenant within 30 days after the termination of the tenancy or within 45 days in units where final utilities are billed from the Office or within 15 day after receipt of the tenant's new mailing address, whichever is later. If it is necessary for a re-inspection of tenant's cleaning, there will be a \$25 per trip charge.

4. PAYMENT SCHEDULE Tenant's rent will be \$_____ per month for the period specified in Section 2, due prior to the 1st of each month and considered delinquent after 9:00 am on the morning of the 1st. **In the event the tenant received a "Three Day Notice to Pay Rent or Vacate the Premises" the tenant will be held responsible for the entire term of the lease.**

5. LATE FEES A \$50 charge will be assessed to any tenant who does not make the full monthly payment by the 5th of each month. Full monthly payment includes rent, utilities and other fees due. Owner reserves the right to terminate this lease immediately if late fees need to be assessed more than twice during the term of this lease.

Owner: _____ Tenants: _____ **1**

6. RETURNED CHECKS There will be a \$30 returned check fee on any check returned from tenant's bank. After 2 returned checks, tenant will be required to pay with certified funds. Late fees will be assessed if applicable time has elapsed before rent check is honored.

7. UTILITIES The tenant will be responsible for the following utilities (☐)Gas (☐)Electric (☐)Water (☐)Sewer (☐)Garbage (☐)Internet (☐)Cable (☐)Other: _____. Tenant agrees to pay _____% of the utilities indicated. Tenant will arrange for all applicable utilities to be placed in their own name prior to occupancy. If tenant fails to put the applicable utilities in their name and utilities remain in owner's name, there will be a \$50 utility billing fee for each month landlord bills the tenant. This fee as well as any utilities due must be paid to landlord within 30 days of receiving the bill. In units where the owner provides gas and/or electricity, tenants will be prudent and conservative in their use of said utilities and follow all reasonable requests of the landlord pertaining to utility consumption. Landlord is not liable for interruption or malfunction in service. Tenant may not occupy rental unit without utilities service except internet and cable or during brief interruptions beyond your control. Tenant acknowledges receipt of a utility information sheet from landlord. _____ (Please initial)

8. INSURANCE Owner is not responsible for loss, theft, or damage to tenants' personal property, whether such loss or damage occurs in the apartment, parking lot, or anywhere else on the premises. **TENANTS ARE STRONGLY URGED TO HAVE THEIR OWN PERSONAL RENTERS INSURANCE POLICY!** Owners insurance does not cover tenant's personal property. Tenant agrees to hold owner harmless and indemnify owner from liability for any damages, loss, or injury to persons or property occurring within the unit or upon the premises. Tenant's family, invitees, successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this lease.

9. RIGHT OF PRIVACY The landlord shall preserve the quiet enjoyment and peaceful possession of the unit by the tenant and will not enter except with prior notice and/or consent of the tenant, which consent shall not be unreasonably withheld. When it is impractical to obtain consent in order to inspect the premises, make necessary or requested repairs or improvement, or supply necessary or agreed-to services, the landlord may enter the premises without the consent of or additional notice to the tenant, but only after knocking and during normal working hours. Owner/landlord may also enter without notice if a serious emergency threatens life or property.

10. NOTICES Any notices from owner to tenant will be deemed delivered when mailed to unit by first-class mail; or personally handed to tenant or anyone in rental unit; or left at rental unit in tenant's absence. Delivery of one copy of a notice is sufficient for all residents. Any notice from tenant to owner will be deemed delivered when received at our address by mail or personally delivered to owners.

11. SALE OF PROPERTY In the event the owner decides to put their property up for sale, the tenant agrees to keep the inside and outside of the unit clean and to show their unit after a 24-hour notice by a Real Estate Agent. The tenant agrees to keep any "For Sale" sign posted by the realtor in the place it was originally set. If owner sells the property, this lease is transferred to the new owner and remains binding.

12. DELAYED POSSESSION If the landlord, upon receiving notice, is unable to deliver possession of the premises at the commencement date of this agreement, the tenant may elect to terminate this agreement if the landlord fails to make reasonable accommodations and resolve any serious life-safety or habitability issues within 3 working days. No rent will be charged during this period.

13. CONDITION OF PREMISES Tenant accepts premises as being in good order and repair, unless otherwise indicated on the Move-In Inspection Form, which must be completed jointly by landlord and tenant upon commencement of occupancy. Tenants are encouraged to keep a copy for themselves. Tenants shall return possession of the premises to the landlord clean and in good order and repair, reasonable wear and tear excepted. Tenant acknowledges receipt of a copy of the Move-In Inspection Form from owner/landlord. _____ (Please initial)

14. MAINTENANCE NEEDS Tenant will promptly report needed repairs to the landlord. To avoid misunderstanding, reports should be made via email, in writing, or by personal contact with landlord. Tenant agrees to maintain the unit in a clean and sanitary condition including prompt removal of trash and garbage. Owner will maintain air-conditioning and heating equipment,

plumbing fixtures, and facilities, electrical systems, and appliances provided by us, unless noted otherwise in this lease agreement. Any damage to the unit or premises, except for normal wear, caused by tenant or tenant's invitees will be corrected, repaired, or replaced at tenant's expense. Tenant is responsible for changing or cleaning the furnace filter at least quarterly.

15. ABANDONED UNIT BY TENANT If at any time during the term of this lease tenant abandons the premises, landlord may, at their option, take back possession of the property without becoming liable to tenant for damages or for any payment of any kind. Landlord may re-rent the premises for a fair rent and hold tenant responsible for any loss suffered. Any personal property left on the property will be deemed abandoned. Landlord shall dispose of any abandoned property in any legal manner deemed appropriate. In order to avoid confusion, tenant is required to notify landlord if they will be away from the property for more than 10 consecutive days.

16. EVICTION BY OWNER In any of the following circumstances, the owner may elect to terminate the agreement and take possession, after notifying the tenant in writing pursuant to Utah law governing eviction (1) failure of tenant to make full payment (including late fees, utilities, or other fees) required under this agreement when due, (2) when cost of damages by negligence reduces the security deposit below its agreed to amount, (3) when tenants cause material, substance, or continuing breach of this agreement. Tenant agrees to pay any difference between rent agreed herein and rent collected from re-rental of the premises for the remaining term of their lease.

17. LEGAL COSTS Should either party be required to commence legal action to collect any rent, recover damages to evict tenant from the premises, or for breach of any of the terms in this agreement, party at fault agrees to pay all costs, in connection therewith, including reasonable attorney's fees, bond costs, court costs, utilities, advertising fees, and collection costs.

18. SALE OF LEASE If tenant vacates the unit without first selling their lease, tenant is responsible for any rent due until the unit has been re-rented as well as all related costs and expenses while vacant, i.e. utilities, advertising, etc. **It is the tenant's responsibility to sell their lease.** Landlord will first sell vacant units, then assist tenant in selling their lease. **There is a \$200 handling fee to sell the lease.** New prospective tenants must go through application process. The tenant's contract is considered sold only when landlord has received a security deposit and signed contract from a qualified replacement. The last day of tenant's responsibility is day the qualified replacement moves into the unit.

Where the owner finds it necessary to move in or take possession of the rental facilities for the purpose of their own personal use, they may do so providing they give a 30-day written notice served and executed in accordance with Utah law. (Personal use is restricted to owner's need to move their immediate family members into said unit.)

19. CREDIT REPORTS Tenant expressly authorizes landlord to obtain and review tenant's consumer credit report, which landlord may use if attempting to collect past due rent payments or other charges from tenant, both during the term of the lease and thereafter until the collection issue is resolved.

20. MOLD Tenant is responsible to take steps limiting the growth of mold in the unit. This includes operating heating and air-conditioning system as appropriate to reduce humidity, using appropriate ventilation, limiting evaporation of water, promptly removing any visible mold, and immediately reporting to landlord any leaks or other water intrusion into the unit or any visible mold that cannot be removed. **In units with clothes washing machine provided, tenant will be responsible for replacement cost in case of mold or mildew smell associated with the appliance.** This can be avoided by leaving lid or door open in order to air out and dry the machine.

21. LEAD WARNING DISCLOSURE STATEMENT Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and paint dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. At this time landlord has no reports or knowledge of lead based paint and/or lead based paint hazards in the unit. By initialing here _____, tenant acknowledges that they have received the federally approved pamphlet on lead poisoning prevention titled "*Protect Your Family from Lead in Your Home.*" Signing of this lease certifies that the landlord and lessee have reviewed the above Lead-Warning Statement. (61 Fed Reg. 9064 (1996) (to be codified at 24 C.F.R. pt 35 and 40 C.F.R pt 745)

HOUSE RULES & POLICIES

A. TENANT AGREES TO NOT SMOKE IN OR ON THE VERIFIED PREMISES AND ACCEPTS THIS CONTRACT AS A NO SMOKING CONTRACT There will be a \$200 fine assessed if caught smoking or after 2 complaints of smoking in the unit or on the property by you or your guests and you will face eviction. No smoking also applies to ALL guests and visitors. Tenants are responsible for their guest's behavior and to inform their guests of this policy.

B. AUTO REPAIR There shall be no repair of or remodeling of automobiles on the property unless an area has been designated by the landlord for this purpose and written permission given.

C. NO PETS ALLOWED Tenants found with an unauthorized pet on the premises will be charged a \$200 fine and given 7 days to get rid of the pet or face eviction. Information on medical assist animals is available upon request.

D. CARPET CLEANING Tenants are responsible to clean carpets at least once a year at their expense. Tenant is responsible to provide proof of compliance.

E. WATERING Tenants agree to water lawns and shrubs and mow the lawn often enough to keep it green and healthy. Grass is to be kept cut to an acceptable length and lawns and shrubs free from weeds in properties where this task is not taken care of by landlord.

F. SNOW Tenants are responsible to keep snow and/or ice removed from their walks, decks, and steps, and agree to do so as often as necessary to maintain safe walking conditions. Tenant will accept full responsibility for injury caused by their negligence in properties where this task is not taken care of by landlord. In multiple unit buildings, landlord will provide snow shovel(s) and de-icer upon request.

G. CHECKOUT PROCEDURES Tenants are responsible 10 days before checkouts to obtain a list of cleaning instructions and checkout procedures from the owner/landlord. **FAILURE TO FOLLOW PROPER CHECKOUT PROCEDURES WILL RESULT IN FORFEITURE OF THE SECURITY DEPOSIT.**

H. OPERATING A BUSINESS Tenant shall not operate a business on the property without full disclosure and consent from the landlord and without proof of verification of zoning and compliance with all related laws and ordinances.

I. EXTRA PEOPLE IN UNIT The rental unit may be used solely for private housing. Tenant may not assign this lease or sublet any portion of the rental unit. If it comes to the landlord's attention that there are more people living in the unit than are specified on the lease, there will be a fine of \$200 per extra person per month they are in the unit and tenant will face eviction. Please contact landlord for guidelines on guests if they plan to stay more than 1 week.

J. TRAMPOLINES No trampolines are allowed on the property. You will receive a \$200 fine for trampolines.

K. SMOKE ALARMS / CO2 DETECTORS Tenants are responsible to change the batteries in the smoke alarms and CO2 detectors every 6 months and to keep all smoke alarms/ CO2 detectors in the unit in proper working order at all times. Smoke alarms and CO2 detectors are to be kept in their proper place on the wall or ceiling. Landlord will not be held liable for any damage, deaths, or any other issues due to tenant's neglect of the smoke alarms and CO2 detectors in their unit. Landlord will replace any broken smoke alarms and CO2 detectors.

L. ILLEGAL ACTIVITIES The tenant agrees to use the property as their personal residence and to comply with all applicable city, county, and state laws in the use of the property. If tenant or tenant's invitee engages in criminal activity on the premises or near enough to adversely affect it or other residents such activity will be a default for which this lease may be immediately terminated. Tenant may be evicted from the premises without further notice or opportunity to cure for any illegal activity conducted by Tenant, any occupant, or guest whether or not such activity is cited by a police authority. If tenant is put in jail for any reason, or investigated for any criminal activity, it is cause for termination of this contract.

M. CLEAN & SAFE Tenant will maintain the interior of the unit in a reasonably clean and safe condition.

N. NEIGHBOR RELATIONS Tenants agree to avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of the premises by other tenants or neighbors.

O. FAMILY & GUESTS Tenants are responsible for their family and guests on the property. Tenants will make sure their guests abide by the terms of the lease.

P. ALTERATIONS TO PROPERTY Tenants shall not make or cause alterations to be made to the property or its contents without first obtaining written permission of the landlord, including excessive nail holes in the wall.

Q. SATELLITE DISHES Tenants are not allowed to put satellite dishes on the property or have new cables installed without written permission of the landlord. Guidelines are available upon request.

R. PARKING Only cars properly licensed and operable are allowed on the property. Special written permission must be obtained in advance to park any trailer or recreational vehicle. Tenant is responsible to follow HOA parking guidelines as applicable. If parking spots or parking rules are posted, tenant must abide by those rules. **SPECIAL PARKING INSTRUCTIONS SPECIFIC TO THIS PROPERTY:**

S. SCREENS Screens are made to be easily removed in case of fire, not to restrain a child from falling out of a window. If you have small children, do not leave them unattended if you have the windows open. Owner/ landlord will not be held liable if a child has an accident due to an open window.

T. PLUMBING and GARBAGE DISPOSALS Repairs and/or sewage backup in garbage disposals, toilets, and other plumbing caused by excess grease, feminine products, toys, utensils, rocks, etc. will be charged to the tenants.

U. CHANGING LOCKS If tenant changes locks; tenant will notify owner/ landlord within one week of the change and provide owner/ landlord with a copy of the new key for all changed locks, including bedrooms. If, during the tenure of the lease, tenant does not provide owner/ landlord with new key as stipulated, and owner/ landlord is unable to have access to all rooms of the unit during an inspection, tenant will be charged for all doors that need to be rekeyed to gain access as well as a recheck fee to re-inspect the unit.

V. INSPECTIONS The landlord will conduct inspections of the unit at least twice yearly in order to assess ongoing or preventative maintenance needs.

V. TENANCY IN AN HOA Tenants renting a unit in an HOA agree to comply with all HOA rules and regulations, including those governing parking, use of common amenities, signage, trash, pets, occupancy, etc. HOA information will be available upon request.

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

OWNER/ LANDLORD SIGNATURE

