

REAL ESTATE LEASE AGREEMENT - STATE OF UTAH

1. PARTIES:

- **Landlord:** _____, whose address is _____ (hereinafter referred to as "Landlord").
- **Tenant(s):** _____, residing at _____ and _____, residing at _____ (hereinafter collectively referred to as "Tenant").
- **Date:** This Lease Agreement is made and entered into as of this _____ day of _____, 20____.

2. PREMISES:

- Landlord, for and in consideration of the rents hereinafter reserved and the covenants herein contained, does hereby lease unto Tenant, and Tenant does hereby take and lease from Landlord, the residential property situated in the County of _____, State of Utah, commonly known as _____, including all appurtenances and fixtures now or hereafter attached thereto (hereinafter referred to as the "Premises").

3. TERM:

- The term of this Lease Agreement shall commence on _____ (Commencement Date) and shall continue for a period of _____ (____) months, terminating on _____ (Termination Date) (hereinafter referred to as the "Lease Term").

4. RENT:

- Tenant shall pay to Landlord, as rent for the Premises, the sum of \$ _____ (U.S. Dollars) per month (hereinafter referred to as the "Rent").
- The Rent shall be due and payable in advance, without demand, on the _____ day of each calendar month during the Lease Term at the following address or via the following method:
_____.
- **Late Fee:** In the event that Rent is not received by Landlord within _____ (____) days after the due date, Tenant shall pay to Landlord a late fee in the amount of \$ _____ or as otherwise permitted by applicable Utah law, which shall be considered additional Rent.
- **Returned Payment Fee:** Tenant shall pay a fee of \$ _____ for any Rent payment returned by the bank due to insufficient funds or any other reason.

5. SECURITY DEPOSIT:

- Tenant shall deposit with Landlord the sum of \$ _____ (U.S. Dollars) as a security deposit (hereinafter referred to as the "Security Deposit") to secure the faithful performance by Tenant of the terms and conditions of this Lease Agreement.
- The Security Deposit shall be held by Landlord in accordance with the provisions of Utah Code Ann. § 57-17-3, as may be amended from time to time.
- Landlord may deduct from the Security Deposit such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of Rent and to repair damages to the Premises caused by Tenant or Tenant's guests or invitees, excluding ordinary wear and tear.

- Within _____ (____) days after the termination of the tenancy and Tenant's delivery of possession of the Premises to Landlord, Landlord shall provide Tenant with a written notice of any amounts retained from the Security Deposit and the reasons therefor, as required by Utah law. The remaining balance of the Security Deposit, if any, shall be returned to Tenant at Tenant's forwarding address:
_____.

6. USE OF PREMISES:

- The Premises shall be used by Tenant solely for private residential purposes and for no other use or purpose whatsoever without the prior written consent of Landlord.
- Tenant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to those pertaining to noise, sanitation, and unlawful activities. Tenant shall not conduct or permit any activity on the Premises that is illegal, noxious, offensive, or that may constitute a nuisance.
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7. MAINTENANCE AND REPAIRS:

- **Landlord's Responsibilities:** Landlord shall maintain the structural components of the Premises, including the roof, foundation, exterior walls, and essential building systems (plumbing, electrical, heating, and air conditioning), in a safe and habitable condition in accordance with Utah Code Ann. § 57-22-3. Landlord shall make necessary repairs with reasonable promptness after receiving notice from Tenant, except where such repairs are necessitated by the fault or negligence of Tenant or Tenant's guests or invitees.
- **Tenant's Responsibilities:** Tenant shall maintain the Premises in a clean and sanitary condition and shall promptly notify Landlord of any damage, defect, or need for repair. Tenant shall be responsible for any damages to the Premises caused by Tenant's negligence, misuse, or willful acts, or those of Tenant's guests or invitees, ordinary wear and tear excepted. Tenant shall also be responsible for routine maintenance not specifically the responsibility of Landlord.

8. ACCESS TO PREMISES:

- Landlord or Landlord's agents shall have the right to enter the Premises upon reasonable advance notice to Tenant (except in cases of emergency or with Tenant's consent) for the purpose of making necessary repairs, inspections, pest control, or to show the Premises to prospective purchasers, mortgagees, or tenants, in accordance with Utah law. Reasonable notice shall be considered _____ (____) hours, unless circumstances dictate otherwise. Landlord shall exercise this right so as to not unreasonably interfere with Tenant's quiet enjoyment of the Premises.

9. RULES AND REGULATIONS:

- Tenant shall comply with all reasonable rules and regulations established by Landlord from time to time, which are attached hereto as Exhibit A and incorporated herein by reference. Landlord shall provide Tenant with written notice of any changes or additions to such rules and regulations.

10. DEFAULT:

- The occurrence of any of the following events shall constitute a material breach of this Lease Agreement and shall be considered a default by Tenant:
 - Failure to pay Rent or any other charges due hereunder within _____ (____) days after the date it is due.
 - Failure to comply with any material term, covenant, or condition of this Lease Agreement, other than the payment of Rent, and such failure continues for a period of _____ (____) days after written notice thereof from Landlord to Tenant (or such longer period as may be required by applicable law).

- Abandonment of the Premises as defined by Utah law.
 - Conducting any unlawful activity on the Premises.
- Upon the occurrence of any such default, Landlord shall have all rights and remedies available under applicable Utah law, including, without limitation, the right to terminate this Lease Agreement and to re-enter and repossess the Premises in the manner provided by law. Landlord may also pursue any and all other legal and equitable remedies.

11. GOVERNING LAW:

- This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and any action arising out of this Lease Agreement shall be brought in the state or federal courts located within the State of Utah.

12. ENTIRE AGREEMENT:

- This Lease Agreement, together with any attached exhibits or addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written. No amendments or modifications to this Lease Agreement shall be binding unless in writing and signed by both Landlord and Tenant.
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13. NOTICES:

- Any notice required or permitted to be given under this Lease Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by certified mail, return receipt requested, or sent by a reputable overnight courier service, addressed to the parties at their respective addresses set forth in Section 1 or at such other address as a party may designate by written notice to the other party. Notice shall be deemed effective upon the earlier of actual receipt or three (3) days after mailing by certified mail or one (1) day after delivery to an overnight courier service.

14. ATTORNEY'S FEES:

- In the event that any legal action or proceeding is brought by either party against the other to enforce any of the terms, covenants, or conditions of this Lease Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs incurred in such action, as determined by the court.

15. ADDITIONAL PROVISIONS:

[illegible]
