

Utah First Property Management

1240 E. 100 S. • Ste. #5 • St. George, UT 84790
(435) 619-5336



1. Residency and Financials

1.1 PARTIES AND OCCUPANTS

This Lease Contract is between you, the undersigned resident(s):

Tristan D. Bowman, Rowan E. Zinn

and us: Utah First Property Management , as Property Management Company.

You've agreed to rent the property located at

4153 W. 75 N.
Cedar City, UT 84720

for use as a private residence only and is also referred to as PREMISES in this agreement.

The terms "you" and "your" and "tenant" refer to all residents listed above.

The terms "Property Manager", "Property Management", "we," "us," and "our" refer to Utah First Property Management as above listed.

The terms "Property Owner" or "Owner" is also mentioned in this contract which refers to the actual owner of the property. Property Owner has hired Utah First Property Management as their Property Manager, agent, and representative.

The home will be occupied exclusively by the resident(s) listed above. Utah First Property Management must approve unauthorized occupants living in the premises for longer than 3 consecutive days.

1.2 LEASE DURATION

The terms of this tenancy shall commence on 09/11/2024 and end on 08/31/2025 , and thereafter, shall be month-to-month on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated. A written (30) day notice is required in order to terminate this agreement by giving Utah First Property Management (30) days written notice before the above end date. This notice can be completed on your tenant portal under the "Contact Us" tab, be delivered by certified mail or in person at our office located at 1240 E. 100 S. #5, St. George, Utah 84790, or by email (info@utah1st.com) with written confirmation of receipt from Utah First Property Management.

1.3 RENTS AND CHARGES

You shall pay \$1,150.00 per month for rent. The first month's rent and/or prorated rent amount of \$754.00 shall be due at lease signing to move-in.

Every month thereafter, you must pay your rent on or before the **1st day of each month** with 5 days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: \$50.00 Flat Fee

Daily late fee: \$10.00

A charge of \$25 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to Utah First Property Management by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this lease contract will be authorized along with any and all remedies authorized by the State of Utah .

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

1.4 SECURITY DEPOSIT

The total security deposit at the time of execution of this Lease Contract for all residents in the home is \$1,150.00 , due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your, performance of this Lease Contract, including,

but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees. Lessee may NOT, for any reason, request to use any portion of the security deposit to pay rent. Unless otherwise noted, \$350 (three hundred and fifty) of the security deposit shall be considered non refundable for carpet cleaning and repair or replacement of items deemed necessary by Utah First Property Management.

1.5 PET DEPOSIT

If applicable, Please refer to the "Pet Addendum" section of this agreement.

1.6 UTILITIES

We'll pay for the following utilities or maintenance:

Water/Sewer/Trash

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting, no candles. ***Proof of utilities being transferred into your name is required in order to receive keys.*** Please provide us with the receipts or account numbers for each utility. Unless noted above TENANT is responsible to maintain the yard. If the yard is not maintained properly, and there is signs of weeds and overgrowth, a landscaper will be hired to take care of the property and the TENANT will be responsible for any cost.

1.7 INSURANCE

We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

Resident shall be obligated to maintain liability insurance for Property Owner. Coverage is required in the amount of One Hundred thousand Dollars (\$100,000.00) for damage to Property Owner's and third party's property with the provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge. Such policy shall be written as a policy not contributing with and not in excess of coverage which Property Owner may carry. It is agreed that Property Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. Resident shall be responsible to Property Owner for all costs of repair for damages as stated herein and within this agreement regardless of insurance that Property Owner may carry. Failure to have and maintain renter's insurance as required herein shall be deemed a significant breach of this agreement. Resident shall provide evidence of insurance upon demand by Utah First Property Management within 3 business days. In the event Resident fails to maintain renter's insurance, Resident shall be liable to Property Owner and such other Resident's for any and all damages sustained due to Resident's negligence, actions, inactions, or such other events as may cause damage. Resident acknowledges that Owner and or Property Manager shall not be liable for damages caused to it or its property due to the actions or inactions of other residents. Utah First Property Management may, by addendum, require other means by which Resident will be required to fulfill this obligation. Utah First Property Management may charge administrative fees/costs associated with assisting Resident in fulfilling the obligations in this provision.

1.8 KEYS AND LOCKS

You will be provided the following keys:

[_____] Home keys.

[_____] Garage door openers (If applicable.)

[_____] Mail box keys

[_____] Clubhouse Key Fob. (If applicable.)

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost of all key and lock replacements. Lessor has not changed the locks. You **shall not** change the locks or add a deadbolt lock without our written consent. Lessors written consent will be provided upon request. You will be responsible for all costs associated with changing the locks and you shall provide Lessor with a copy of the new key(s). Handsets and deadbolts **must** be keyed alike. A non-compliance charge of \$100 per lock will be applied.

House keys, mail keys, and garage door openers must be returned to Utah First Property Management when you vacate the unit. You will be charged \$100.00 for each item not returned.

By initialing below, you acknowledge and agree to the terms in Section 1.

X TDB
Tristan D. Bowman

X RZ
Rowan E. Zinn

2. Policies and Procedures

2.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

2.2 RESIDENT SAFETY AND PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, key-less deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

Casualty Loss

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

Smoke Detectors

The Unit is equipped with smoke detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us. It is your responsibility to replace batteries.

Furnace Filters, Water Softener, and Other Filters

Tenant shall change filters in the heating & air conditioning units every month at their own expense. In applicable cases, Resident shall maintain salt pellets & other materials necessary for water softener/filter at their own expense. Fridge filters will be changed and maintained at the expense of the tenant.

Safety and Crime Free

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

2.3 YARD CARE & MAINTENANCE

Resident shall maintain and water all trees, shrubs and lawns. Failure to maintain yard in a satisfactory manner will result in acquiring professional maintenance at Resident's expense which will be added to monthly rent.

2.4 PARKING

You will park on the property at your own risk. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable and/or have no current registration.

2.5 PETS

Tenant may not keep, allow, or maintain animals of any kind on or near the Premises for any length of time without the prior written consent of Utah First Property Management unless otherwise agreed upon with an addendum to this contract.

For any violation of this provision, in addition to Manager's other remedies, Utah First Property Management may charge and collect the sum of \$50 per day, per violation. All costs of cleaning, de-fleaing or other damage or loss suffered on account of a violation of this section shall be promptly paid to Utah First Property Management by Resident.

Violation of this provision will allow Utah First Property Management to commence eviction on the basis of nuisance without any further notice or opportunity to cure.

Tenant is required to get approval for any Assistance, companion or service animal PRIOR to the animal coming onto the Premises. Failure to obtain prior approval is a significant violation of this agreement which shall allow for immediate eviction. Utah First Property Management may create and maintain such rules and regulations relating to animals as Property Manager, in its sole discretion, determines appropriate.

Tenant may not allow guests to bring animals onto the Premises except service animals which have obtained prior written permission from Utah First Property Management.

2.6 REPAIRS

Tenant agrees to request all repairs and services in writing from Owner's designated representative which is Utah First Property Management. Owner or Property Management shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Tenant shall notify Utah First Property Management immediately. Property Manager shall act with diligence in making repairs; the Agreement shall continue, and rent shall not abate during such periods.

Tenant may not hire or allow any third party to perform work on the Premises without Property Manager's prior written approval (or as allowed by law). Tenant is responsible for, and will reimburse Property Manager for, any damages or loss caused to the Premises while Tenant is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Tenant, Tenant's family, occupants, animals, guests or others. Tenant shall indemnify Owner and Utah First Property Management from any liability to any third party. Owner by way of Property Manager may assess costs for damages when they occur. The intent is to require the Premises to be maintained in substantially the same condition as when Resident took occupancy. If the damage to the Premises, regardless of how caused, is substantial in the reasonable judgment of Property Manager, Property Manager may terminate this Agreement by giving written notice to Resident.

Such termination due to damage may occur immediately if the Premises are uninhabitable, otherwise Tenant shall vacate with a ten (10) calendar day notice. It is agreed that this notice converts the tenancy to a tenancy at will. Tenant's only remedy shall be a reimbursement of rent paid after vacating, unless the cause of the damage is due to Tenant, its guests, invitees, occupants or others within the Premises due to Tenant.

The costs of repairs, restorations and replacements shall be paid for by the Owner if rendered necessary by normal wear and tear but shall only be required during the tenancy if a habitability issue. Otherwise, if such repairs, alterations or replacements are rendered necessary by the negligence, carelessness, accident or abuse of Tenant and/or Tenant's guests or other third parties, then all such costs shall be paid by Tenant. Tenant agrees to reimburse Owner for all such costs within five (5) days of notice. Such reimbursement shall be a priority payment over all other obligations of Tenant to Property Manager. Property Manager may periodically deduct such costs from Tenant's security deposit and Resident agrees to promptly reimburse security deposit to its original amount.

It is agreed that Owner carries insurance for its own protection and that Tenant is not a beneficiary of such insurance. None of Tenant's rent is considered to pay for Owner's insurance. Tenant shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance and Tenant's insurance may not subrogate to Owner's. In the event Tenant has complied with the Utah Fit Premises Act and is allowed to make repairs, Tenant agrees that it will first obtain three independent estimates, utilize the lowest estimate, and only use licensed and insured contractors to perform the repairs. Tenant agrees to pay a reasonable Property Inspection Fee for an inspection of the property if such inspection is necessary due to the actions or inactions of Tenant, or due to damage to the Premises caused by Tenant, its guests, occupants, invitees, animals, or others. If during the inspection, items are determined to be in violation of the Agreement and require mitigation by the Tenant, Property Manager may require additional inspections to verify compliance. Resident shall be obligated to pay a Property Inspection Fee of \$50.00 for each such subsequent inspection to verify compliance. Imposition of the fee shall be at the option of Utah First Property Management.

Resident shall be responsible for any damages as determined by Property Manager at any inspection as provided in this agreement, the addendums thereto and the rules and regulations. Payment must be made as provided in this agreement.

By initialing below, you acknowledge and agree to the terms in Section 2.

X TDB
Tristan D. Bowman

X RZ
Rowan E. Zinn

3. Responsibilities

3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or nonsecurity matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work.

3.3 CONTAMINATION

Resident agrees to defend, indemnify and hold harmless Owner and Property Manager against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorneys' fees and court costs, that may be made as against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the Premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Owner and Property Manager.

Resident further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the Premises for any type of contamination or pests but may request that Property Manager conduct such testing provided Resident prepays the costs of such testing. Property Manager shall have the right to retain the third party certified testing of its choice. The results of such testing shall be the property of Owner and Property Manager who shall only be obligated to disclose positive results exceeding the legal limits. Resident further agrees that Owner and Property Manager shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the Premises resulting from mold, mildew or any other contamination. Resident shall indemnify Owner and Property Manager from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Resident's Premises regardless of the source. Resident agrees to immediately notify Property Manager of the existence of any mold, mildew, or other contamination within the Premises. Failure by Resident to diligently inspect and notify Property Manager of mold or contamination issues will result in Resident being liable for the damages to the Premises caused by the mold or contamination.

3.4 PESTS

It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by Property Manager. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that is brought into the Premises or upon Owner's property is free from any type of pest infestation including but not limited to bed bugs, mice, lice, and cockroaches.

Resident warrants and represents that none of the items brought onto Owner's property or within the Premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it warrants to Owner that no infested items will be brought into the Premises or on Owner's property.

Resident agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness and clutter of the Premises.

Pests include but are not limited to cockroaches, bed bugs, mice, ants, lice, and moths.

Resident agrees to assist in enforcement of this provision by reporting to management any violations. Resident agrees to notify Property Manager immediately of any infestation or sighting of any pests within the Premises. Resident may, upon written approval of Property Management, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify property management prior to such company entering the Premises. All costs related to resolution of any pest problem shall be the responsibility of Resident.

In the event it is necessary for Property Manager to obtain pest control for another unit, a whole building, or the entire community, Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost if the infestation is a result of Resident's actions or inactions.

It is agreed and acknowledged that a pest problem may spread to other units. Failure to Resident to notify property manager and take

appropriate action may result in additional units becoming infested. Property Manager may require that Resident use specific pest control entities. All costs relating to resolution any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred.

Violation of this provision is grounds for eviction. Resident agrees that it shall indemnify and hold harmless Owner and Property Management from any and all damages relating to pests within the Premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

3.5 RIGHT OF ENTRY AND INSPECTIONS

We have the right to enter the premises at all reasonable hours, with proper notice, which according to the state of Utah is 24 hours for the purpose of inspections, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise. You will be notified in writing by text message and email with at least 24 hours notice of an inspection.

We also conduct semi annual inspections of the home. You understand and agree to allow a representative of Utah First Property Management to enter the home TWO times per year for the purpose of a property inspection. Additional inspections may take place.

The purpose of the semi annual inspections is to check for the following, but not limited to: lease violations, general cleanliness, air filter, smoke detectors function, yard maintenance, counting the number of beds as to the number of persons on the lease.

You understand and agree that there is a \$50 charge to re-inspect the property if you fail the inspection. You will be provided with a checklist of the items that will be inspection prior to the inspection. There is no charge to the tenant when you pass the inspection.

3.6 MOVE-OUT

You will give us a written notice with your intent to vacate 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

Cleaning

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

Charges

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; unreturned garage door openers; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; HOA violation fees/fines, government fees, fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

Deposit Refund

We'll mail to you at your address provided on the 30 Day Notice, your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

By initialing below, you acknowledge and agree to the terms in Section 3.

X TD B
Tristan D. Bowman

X RZ
Rowan E. Zinn

4. General Clauses

4.1 RELEASE FROM LEASE CONTRACT

Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

Military Personnel Clause

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United States. You must give us written notice of termination, 30 (thirty) days prior to the termination date. You must provide us proof that you qualify for this limited exception.

Replacements and Subletting

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract. It is understood and agreed if you vacate the premises prior to the minimum term, or Rental Agreement is terminated by Agent due to Tenant's failure to pay rent, or other default, as herein provided, Tenant will remain liable for Agent's damages. Those damages include, but are not limited to, accruing rent until the premises are re-rented, utilities, early move-out fee (\$500 prorated by duration left on contract), administrative fees, deposit forfeiture, advertising, and other cost of re-renting the premises.

Tenant or Utah First Property Management shall give thirty (30) day notice, in writing, prior to lease expiration date to renew or terminate said lease. If notice is given that Tenant will vacate, Tenant agrees to make property available for showing to prospective Tenants and to keep premises as clean and neat as possible during this period. If such notice is given, this lease shall automatically become a month to month tenancy and rent increase premium may be added each month. It shall be the obligation of Utah First Property Management to inform Tenant, in writing by notice posted on property, email, or text message of any increase in rental payment or other changes to the lease terms, at least thirty (30) days prior to the lease expiration date. If Tenant moves prior to the expiration date, with or without notice, the entire remaining balance owing for the duration of the lease shall be due and payable in full. If the premises are re-leased prior to the end of the minimum term, any rent received shall be credited to the tenant after deduction of charges and expenses as set forth herein.

4.2 EARLY VACATE

If Resident does not fulfill the entire initial term (even if such failure is due to eviction by Property Manager), Resident shall be liable to Owner and/or Manager for the costs incurred by Owner and/or Manager as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this Agreement. They may include, but are not limited to: leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-renting the Premises. If Resident vacates prior to the end of the initial term, all future rents under this Agreement shall accelerate and become immediately due. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction notice shall terminate occupancy but NOT the obligations to pay rent and other obligations under this Agreement. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Resident from obligations for future rent until such time as the Premises have been re-let or the expiration of the initial term whichever occurs first. Eviction at the end of a term shall still obligate Resident to pay for the time notice should have been given as required by this agreement for vacating the Premises.

4.3 DEFAULT BY RESIDENT

The following events shall constitute events of default: (a) failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Resident to Owner pursuant to any terms of this Agreement and addendum; (b) failure to perform all or any part of this Agreement or a violation of this Agreement or any of the rules and regulations adopted by Owner or of any law; (c) Resident's abandonment of the Premises--abandonment is hereby agreed to mean Resident's absence from the Premises for fifteen (15) consecutive days without first notifying Owner in writing and with the rent unpaid and no reasonable evidence that Resident is occupying Premises other than items of personal belongings left in said Premises OR by vacating the Premises without providing appropriate notice; (d) violation by Resident, an occupant, or any guest of any state, federal, or local law or ordinance including the violation of any such law by an occupant or resident while living in the Premises regardless of where the violation occurs; (e) allowing the property to be named on any listing relating to sex offenders; (f) Resident taking any action or failing to take any action which may jeopardize Owner's status within any good landlord program; (g) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of current Agreement term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties).

Holdover

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

Resident shall be liable to pay rent for the hold-over period and to indemnify Owner and/or prospective Resident for damages including rental loss, lodging expenses and attorneys' fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand. Resident shall be liable to Owner for any and all costs incurred as a result of any breach by Resident. Notice of termination of housing assistance by any housing authority (if Resident's qualification included such assistance) shall be deemed a default of this Agreement and grounds for immediate termination and eviction.

Other Remedies

If your rent is delinquent, you immediately forfeit all rights to occupy the property any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the home constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

Abandonment

Abandonment In the event, Resident abandons any personal property on the premises with Owner; such abandoned property may be sold, donated, or disposed of by Owner as allowed by law. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. Owner shall have the right to retain any abandoned property and utilize it to satisfy any monies due under this Agreement. Sale of items under this provision may take place with five (5) days written notice to the last known address of Resident. Resident agrees to waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Owner within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Owner. Any vehicle deemed abandoned by Owner shall be removed by a licensed towing agency and sold or disposed of according to state law. Any excess funds from the sale of such a vehicle shall be secured by this agreement.

4.4 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Waiver of Jury Trial

To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

X TDB X RZ
Tristan D. Bowman Rowan E. Zinn

5. Disclosures and Acknowledgements

5.1 LEAD BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based hazards in the dwelling. Lessee's must also receive federally approved pamphlet on lead poisoning prevention.

5.2 PROPERTY OWNER'S AND PROPERTY MANAGER DISCLOSURE

Owner of home and Property Manager, Utah First Property Management have no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

5.3 RESIDENT'S ACKNOWLEDGEMENT

Resident has knowledge that the online pamphlet Protect Your Family From Lead In Your Home, or its approved equivalent can be viewed at: https://www.epa.gov/sites/production/files/201309/document/lead_in_your_home_brochure_book_color_508.pdf for at <https://goo.gl/DAAM7B> and has had the option to request a printed copy of said pamphlet and has done so (or declined to do so). Resident has received copies of all records and reports attached hereto. Resident has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Resident agrees to promptly inform Utah First Property Management in writing of any deteriorated and/or peeling paint in the Premises.

By initialing below, you acknowledge and agree to the terms in Section 5.

X TDB X RZ
Tristan D. Bowman Rowan E. Zinn

6. CRIME FREE LEASE ADDENDUM

6.1 YOU UNDERSTAND AND AGREE

In consideration of the execution or renewal of a lease of the dwelling identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the Resident's household or a guest or other person under the Resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near said Premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident, any member of the Resident's household or guest or other person under the Resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said Premises.
3. Resident, or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the Resident's household or guest, or another person under the Resident's control shall not engage in the unlawful manufacture, selling, using, storing, keeping or giving of a controlled substance as defined in UC58-37-2, at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of resident's household, or a guest or another person under the Resident's control shall not engage in any illegal activity, including prostitution as defined in UC 76-10-1302, riotous activity as defined in UC 76-9-101, threatening or intimidating as prohibited in UC 76-5-107, 76-10-506, assault as prohibited in

UC 76-5-102, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage as defined in UC-76-6-106.

6. **VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A *single* violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a *single* violation shall be good cause for *immediate termination of the lease under UC57-22-5*. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of evidence.
7. In case of conflict between provisions of this addendum and any other provisions of this lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

By signing below, you acknowledge and agree to the terms in Section 6.

X *Fristan D Bowman*

Lessee

IP Address: 76.209.243.188
08/20/2024 05:56pm MDT

X *Rowan Zinn*

Lessee

IP Address: 35.146.234.61
08/20/2024 06:28pm MDT

Utah First Property Management

1240 E. 100 S. • Ste. #5 • St. George, UT 84790
(435) 619-5336



7. No Smoking.

7.1 NO SMOKING.

Tenant understand and agrees there will be NO SMOKING in or around the rental dwelling. No smoking is allowed on the property.

7.2 UTAH CLEAN AIR ACT.

Utah Indoor Clean Air Act. The **Utah** Indoor Clean Air Act (UICAA) is designed to protect Utahns and visitors from exposure to the harmful effects of secondhand **smoke**. In general, **Smoking** is prohibited in all enclosed indoor places of public access and publicly owned buildings and offices UC 26-38-3(1).

By signing below, you acknowledge and agree to the terms in Section 7.

X *Fristan D Bowman*

Lessee

IP Address: 76.209.243.188
08/20/2024 05:56pm MDT

X *Rowan Zinn*

Lessee

IP Address: 35.146.234.61
08/20/2024 06:28pm MDT

Utah First Property Management

1240 E. 100 S. • Ste. #5 • St. George, UT 84790
(435) 619-5336



8. Sign and Accept

8.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name at the bottom of this page, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

8.2 OWNER'S AGENT

Owner of rental property is represented by Utah First Property Management to be represented as a real estate licensee (agent/broker) who is subject to the provisions of the real estate laws of the State of Utah. It is acknowledged and agreed that such agent for Owner only acts for Owner and is not representing Resident in any capacity. Resident acknowledges and understands that such agent, unless otherwise stated in writing, represents Owner as a fiduciary and that Resident is only being treated as a customer of Owner. All obligations of this agreement are the responsibility of the property Owner not its agent. Owner may have such agent act in its behalf but such shall not grant to Resident any rights as against agent. Any agent for Owner shall accrue and benefit from the covenants, waivers, releases, and indemnifications contained in the Agreement documents to the same extent as Owner. Resident understands that if an agent is involved in the transaction, that they have received written authority to act in all matters concerning this tenancy as Owner's authorized agent and represents Owner as fiduciary. Resident acknowledges they have chosen not to obtain a real estate licensee to represent them in this transaction.

8.3 ARBITRATION

Resident and Owner agree that all claims in tort between Owner and Resident (including any occupant) shall require mandatory arbitration. Such arbitration to be conducted according to the terms and conditions of the Utah Uniform Arbitration Act (UUAA). Notices required by the UUAA shall be served upon Owner by certified mail to its registered agent and upon Resident by mailing certified mail to its last known address. To the extent allowed by law, demand for arbitration must be made within one hundred eighty (180) days of the earliest of when the claim, dispute, or occurrence arises. Nothing in this provision shall be deemed to obligate Owner to arbitrate statutory or contract claims nor restrict Owner's right to proceed in the Courts for any breach of contract, debt collection, or eviction as allowed under Utah law.

8.4 LEASE SUMMARY

Property Address:

4153-4155 W. 75 N.
Cedar City, UT 84720

4153 W. 75 N.
Cedar City, UT 84720

Monthly Rent: \$1,150.00

Prorated First Month's Rent Amount: \$754.00

Security Deposit Amount: \$1,150.00

Non-Refundable Portion of Security Deposit: \$350.00

Lease Start Date: 09/11/2024

Lease End Date: 08/31/2025

Rent Charge: Rent is late on the 5th day of the month at 5pm: \$50.00 Flat Fee
Daily Late Fee: \$10.00

Included Utilities: (If any) Water/Sewer/Trash Flat Rate for Tenant

X *Fristan D Bowman*

Lessee

IP Address: 76.209.243.188
08/20/2024 05:57pm MDT

X *Rowan Zinn*

Lessee

IP Address: 35.146.234.61
08/20/2024 06:29pm MDT

X *Bryan Wilson Broker Utah First
PM*

Lessor

IP Address: 107.122.173.38
08/21/2024 11:36am MDT