



Residential Rental Agreement

Read the entire document carefully before signing.

Parties

being all the allowed Occupants of the Premises eighteen years of age or older (hereinafter collectively referred to as "Resident"); **and**

being all the allowed Occupants of the Premises under the age of eighteen; **and** the herein named rental unit owner (hereinafter referred to as "Owner"). Resident represents and warrants that it has legal custody and is legally responsible for all minors.

THIS AGREEMENT, entered into the date first written below is between the parties listed herein for the Premises located as follows:

Premises

_____ located in _____ County, State of Utah (herein referred to as the "Premises") is for use as a private residence only, according to terms set forth herein. No other occupants shall reside in the Premises except as listed above. Occupancy by guests remaining over three consecutive days or more than five days in any calendar quarter will be considered to be a violation of this provision unless prior written consent is given by Owner. Owner may restrict any guest for any or no reason.

Rent and Fees

Monthly rent \$_____ Pro-rata rent for move-in from _____ to _____ in the amount of \$ _____

Pet Rent (Monthly) \$_____ Washer/Dryer (Monthly) \$_____

Other _____ (Monthly) \$_____ Other _____ (Monthly) \$_____

Late Fee \$_____ due if full payment is not received before 5:00 pm on the ____ day of the month

Lease Initiation Fee \$_____ Service of Notice Fee \$_____ Eviction Turnover Fee \$ _____

Security Deposit \$_____ Month to Month Fee \$_____ Inspection Fee \$ _____

Commencement Date: ____ day of _____, 20 ____ . Initial Term End Date: ____ day of _____, 20 ____.

Term

The initial term shall commence on Commencement Date and will end on the Initial Term End Date. Occupancy will start on the commencement date unless the premises are not ready for occupancy. Owner shall not be liable for any damages in the event the premises are not available for occupancy on the commencement date. This Agreement will automatically renew on a month-to-month basis unless written notice of termination is given by either party as required herein. The above month-to-month fee shall be added to the Monthly Rent in the event Resident remains in the Premises after the expiration of the Term, no notice is necessary. Additionally, Owner may increase the rent on a month-to-month tenancy upon thirty (30) days written notice. In the event this Agreement extends beyond the term above on a month-to-month tenancy, such tenancy shall then terminate only on the last day of a month. The Lease Initiation Fee above shall be paid upon execution of this Agreement and shall be deemed consideration for the institution of this Agreement and is not a deposit. The Pro-rata rent charged is a stated amount and is not related to the Monthly Rent. Owner shall be entitled to the Eviction Turnover Fee for the work processing the paperwork to the attorney for an eviction after failure of the Resident to comply with any eviction notice. Resident shall pay this fee once the work is done regardless of whether the eviction is filed. The Initial Term End Date may provide that the lease terminates up to five days prior to the end of the final month. Resident shall be responsible for payment of the entire month's rental for that final month without proration. It is agreed that Resident shall pay a penalty equal to \$100 per day for each day it has failed to vacate the premises in addition to any other statutory penalties and actual damages.

This Agreement may not be cancelled once executed by Resident without the express written consent of the Owner.

Security Deposit

1. Resident agrees that security deposit above shall be payable on/or before signing of this Agreement. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be used to pay non-rent items first. Resident agrees to promptly reimburse the security deposit within five (5) days after notice is given and Resident may not apply any portion of the security deposit to any month's rent nor any other obligations during occupancy. ***Resident's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:***

a. The full Agreement term has expired or the Agreement has been terminated without default of Resident and Resident has not "held over." "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination.

b. Resident has provided a written notice of intent to vacate as required by this agreement to Owner prior to the Initial Term End Date and/or the notice required by this agreement if on a month to month prior to the last day of the month intends upon vacating. This provision does not allow Resident to terminate the lease prior to the expiration of the initial term but does require the appropriate and timely notice of the intent to vacate at all times.

c. Resident has no other monies due pursuant to any term or condition of this Agreement or any other amounts due to Owner from any other agreement, arrangement, addendum, or other indebtedness.

d. Resident has thoroughly cleaned the Premises, appliances, and fixtures. Resident acknowledges that there are specific charges that Owner may charge for cleaning and damages. Those charges are agreed to by Resident and Resident does affirmatively agree to have Owner's agents inspect the premises prior to move-out. Owner will be entitled to and may deduct from the security deposit monies due pursuant to the Owner's cleaning charge list and all other reasonable charges to accomplish cleaning or repair from damage to allow the premises to be re-rented.

e. All individuals using or occupying the Premises have surrendered the Premises to Owner, and all keys to the mailbox, storage rooms, Premises, and all other keys and passes related to the Premises are turned in to the Owner.

2. Within thirty (30) days following the later of Resident's surrender of said Premises to Owner or Resident providing a forwarding address, Owner will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made. However, Resident shall not be entitled to any damages if Owner fails to provide the statement.

3. It is the Resident's obligation to provide Owner with all required notices in writing prior to move-out and arrange for an inspection of the Premises by Owner using the Move-In and Move-Out Inventory and Condition Form. Resident agrees to the charges as stated and as may be amended on the Move-out Form. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand.

Move-Out Notice

In a month-to-month tenancy or end of lease term termination, **at least thirty (30) days written notice of intent to vacate** must be given to Owner's representative by Resident prior to move-out. In the event of a month-to-month extension, the Agreement term shall extend to, and the rent shall be paid through the last day of the calendar month; in other words, the last month's rent must be a full month without any prorating (unless otherwise agreed to in writing by Owner). This lease may only terminate on the last day of a month unless otherwise provided by law, stated herein, or by written agreement with Owner. Owner is only obligated to give a thirty (30) day notice of termination during the lease term and a fifteen (15) day notice on a month to month tenancy.

Subordination

This Agreement as executed is subject and subordinate to the mortgage or mortgages financing the Premises, which are of record or may become of record during the term of this residential rental Agreement and any renewals, extensions, or modifications thereof, and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Upon notice, Resident agrees to be the tenant of a new landlord or owner of the Premises upon such new owner's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Agreement.

Credit Checks

Resident agrees that Owner may conduct background, criminal history, and credit checks at any time after application, during the term of this Agreement or thereafter so long as Resident has an outstanding balance due to Owner. Resident grants consent to Owner and its agents to disclose information about Resident so long as Resident has an obligation under this agreement.

Government

In the event the premises are condemned or access is restricted as a result of any type of governmental action or damage to the premises, Owner shall not be liable for any damages to Resident including alternate housing, damage to personal property, replacement of personal property, and/or any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. or by Owner if Owner determines in its sole discretion that the premises are damaged to the extent that they are not habitable. If the action is taken, tenant shall be relieved of rental obligations effective the date that access is restricted or prevented ***unless*** the cause of such governmental action or damage relates to actions of Resident, its guests, or occupants. In the event this agreement is terminated pursuant to this provision, Resident shall be responsible to take all steps necessary to have its contents immediately removed at Resident's expense.

Notices to Owner

In the event Resident determines to utilize the provisions of the Utah Fit Premises Act, notice as required by that Act shall be delivered in writing to Owner at the address below. If there is an on-site management office, notices may be delivered at such office during normal business hours. Provisions of the Utah Fit Premises Act may be found in Utah Code 57-22 or at <http://le.utah.gov>

Notices to Resident

Resident agrees that any and all notices required by this agreement or by law may be served by emailing the notice to Resident at the email address provided below. Resident is obligated to maintain a proper email address for delivery of any notices. Resident may change that email only by delivering a written notification of the change to Owner served in the same manner as required by the Fit Premises Act. All Residents acknowledge that notice to this email address shall be effective for all Residents. Owner may also give any notice required by this agreement by hand delivery or posting.

Release of Resident

Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, loss of employment, marriage, divorce, loss of co-residents, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this Agreement or mandated by law. Upon vacating prior to the expiration of the term, this Agreement shall remain enforced in full, with all monies and future rent (later of

through the end of the initial term or required notice period) *immediately* due and payable. In the event Resident files a bankruptcy and fails to accept this lease through the bankruptcy and remains in the premises, this Agreement shall be deemed to be a tenancy at will with rent payable daily and calculated at the current monthly rate divided by 30, all other obligations shall remain in effect.

Rules and Regulations

Resident, its guests and other occupants shall comply with all written rules and regulations which shall be considered part of this lease. Such rules and regulations shall be available from Owner and Resident acknowledges receipt of such Rules and Regulations. Owner may make reasonable rule changes if made in writing and notice is given to all Residents. Resident agrees that the conduct of Resident, his guests or other occupants shall not be disorderly, boisterous or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Resident is responsible for the actions of its guests, occupants, invitees, and others on the premises due to Resident. Resident shall be liable to Owner for any damages to the premises regardless of who caused the damage unless specifically caused by Owner or Owner's actions or inactions as described herein. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises are to be used only as a residence and may not be used for any business. The Premises and other areas which are reserved for Resident's private use shall be kept clean and sanitary by Resident. Garbage shall be disposed of only in appropriate receptacles. Swimming pools, storage rooms, laundry rooms and other facilities, amenities, and common areas are available to Resident as a privilege and not a right granted under this Agreement, and are to be used wholly at the user's risk. Any person including Resident may be restricted from usage at Owner's sole discretion. All written rules may be enforced through Owner's representatives or agents and Resident shall hold same harmless for reasonable enforcement. Owner may regulate the manner, time and place of all parking. Owner may regulate, limit, or prohibit from the premises and the areas owned by Owner the following: swimming pools, motorcycles, trampolines, commercial equipment, non-residential materials, weight or workout equipment, bicycles, tricycles, skateboards, recreational vehicles, boats, trailers, inoperable vehicles, guest vehicles, guests who have lived or stayed in Resident's Premises, former tenants, and guests who, in the Owner's reasonable judgment, have been disturbing the peace or disturbing other residents, may cause a threat to other tenants or who have or may be violating rules and regulations. Resident acknowledges the review of such rules and regulations and agrees to be bound by them. Such rules and regulations may be changed or modified at any time with thirty (30) days' notice to Resident. Resident agrees that all firearms and weapons are restricted from all the common areas, amenities and other areas controlled by Owner.

Premises Condition

Resident has the right to inspect the Premises prior to signing this Agreement and Resident agrees that it has been given the opportunity to conduct whatever inspection of the Premises is needed prior to signing this lease. Resident acknowledges that the Premises have been inspected, are satisfactory in condition, and all existing damages have been acknowledged in writing by Owner. Resident by taking possession of the Premises evidences the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and in good-working condition and that any exception has been or will be delivered to Owner in writing within 48 hours of taking of possession of the Premises. Owner makes no warranty of any kind, expressed or implied, and relies upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting normal wear and tear). Resident will return the Premises to the Owner in the same condition as when Resident moved in (subject to normal wear and tear). Resident agrees to make no alteration or repair to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Owner, which permission may be withheld for any or no reason.

Repairs

Resident agrees to request all repairs and services in writing from Owner's designated representative. Owner 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, Resident shall notify Owner's representatives immediately. Owner shall act with diligence in making repairs; the lease shall continue, and rent shall not abate during such periods. Resident may not hire or allow any third party to perform work on the premises without Owner's prior written approval (or as allowed by law). Resident is responsible for, and will reimburse Owner for, any damages or loss caused to the premises while Resident 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 Resident, Resident's family, occupants, animals, guests or others. Resident shall indemnify Owner from any liability to any third party. Owner 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 Owner, Owner may terminate this lease by giving written notice to Resident. Such termination due to damage may occur immediately if the premises are uninhabitable, otherwise Resident shall vacate with a ten (10) calendar day notice. 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 Resident and/or Resident's guests or other third parties, then all such costs shall be paid by Resident. Resident 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 Resident to Owner. Owner may periodically deduct such costs from Resident'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 Resident is not a beneficiary of such insurance. None of Resident's rent is considered to pay for Owner's insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance and Resident's insurance may not subrogate to Owner's. In the event Resident has complied with the Utah Fit Premises Act and is allowed to make repairs, Resident agrees that it will first obtain three independent estimates, utilize the lowest estimate, and only use licensed and insured contractors to perform the repairs. Resident 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 Resident, or due to damage to the premises caused by Resident, its guests, occupants, invitees, animals, or others. If during the inspection, items are determined to be in violation of the lease and require mitigation by the Resident, Owner may require additional inspections to verify compliance. Resident shall be obligated to pay a Property Inspection Fee for each such subsequent inspection to verify compliance. Imposition of the fee shall be at the option of Owner. Resident shall be responsible for any damages as determined by Owner 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.

Right of Entry

Unless otherwise restricted by law, Owner may enter the premises during reasonable hours with or without notice in order to inspect, make repairs, provide general or preventive maintenance, replace filters, leave any notices, and/or for any other reasonable business purposes while Resident is present in the Premises. If resident is not present at the Premises, then owner will have the same right to make such entries by duplicate or master key. If, in Owner's opinion, there exists an emergency or a violation of this Agreement exists, Owner may enter without notice at any time for any inspection, repair, or to determine the condition or occupancy of the premises. It is the intent of the parties hereto that this provision grant to Owner immediate access if Resident is in default of any term of this Agreement, immediate access if in Owner's sole opinion giving notice could change an investigation, immediate access to investigate a claimed violation, and that this provision be interpreted with the existing law to grant as broad and timely access as possible and permissible. Any request for maintenance or repairs shall be deemed to give Owner authority to enter the premises without requiring notice or further permission. Owner may secure the premises at any time Owner deems, in its sole discretion, that the security of the premises may have been compromised, including but not limited to death of a Resident, incarceration or hospitalization of a Resident, usage of the premises by non-residents, and protection of Owner's assets or security.

Contamination

Resident agrees to defend, indemnify and hold harmless Owner 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. **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 Owner conduct such testing provided Resident prepays the costs of such testing. Owner 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 who shall only be obligated to disclose positive results exceeding the legal limits. Resident further agrees that Owner 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 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 Owner of the existence of any mold, mildew, or other contamination within the premises. Failure by Resident to diligently inspect and notify Owner of mold or contamination issues will result in Resident being liable for the damages to the premises caused by the mold or contamination.

Military Clause

In the event Resident is or becomes a member of the Armed Forces on extended active duty and receives change of station orders to permanently depart the local area, then resident may terminate this Agreement by giving thirty (30) days written notice as provided herein and by the Act. Resident may also utilize the Servicemembers' Civil Relief Act (SCRA) to otherwise terminate the lease as provided by such Act. As required by the Act, Resident shall be required to pay rent for thirty (30) days after the notice is given with appropriate documentation. Resident agrees to furnish Owner a certified copy of his official orders which warrant termination of this Agreement. Permission for base housing does not constitute a permanent order. Other termination as provided under the SCRA will be allowed as provided by that Act.

Disability

It is the policy of Owner to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that Resident shall notify Owner of any need relating to a disability or handicap (in writing if possible) to insure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Owner of any needed accommodation, Owner shall not be liable for damages suffered by Resident. It is agreed that Owner is under no obligation to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Owner and Owner has had the opportunity to grant or deny the accommodation or modification. Owner may deny any request that does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request.

Limited Liability

It is agreed that Owner will not be liable for any damages or losses to person or property caused by any Resident or any other person including, but not limited to, any theft, burglary, assault, vandalism, or other crimes. Resident agrees to be responsible for its own property and for its own safety. It is acknowledged and agreed that although Owner is responsible for the upkeep of common areas, parking lots, sidewalks, and areas of the community not subject to control by Resident, Resident agrees to accept liability and responsibility in the use of these areas. It is agreed that once Owner gives notice to Resident by any means of any potential hazard, it is Resident's obligation to avoid the hazard or it assumes the risks of the hazard. It is acknowledged and agreed that Resident's duty of care shall be significant as it pertains to its awareness of use of areas under control of Owner. **It is the agreed intent of this Agreement (to the greatest extent allowed by law) that Owner shall not be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) unless caused by gross negligence of Owner, its agents, management, or assigns.** It is specifically mutually agreed that Owner shall NOT be liable for any damages (personal injury or to property) directly or indirectly caused by any other occupant, resident, tenant or guest. Owner shall not be liable to Resident for any type of damages from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, environmental issues, toxins, mold or mildew, or contamination left by prior residents, explosions, interruptions of utilities, acts of God, or negligent behavior of Owner or its agents, unless such injury or damage is caused by *gross negligence* of Owner or its agents. **OWNER RECOMMENDS THAT RESIDENT SECURE RENTERS INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** Owner shall hold Resident liable for any damages caused by Resident, its occupants, guests and/or invitees including but not limited to fire, flood, explosion, water damage, and pests. Owner strongly suggests and recommends that Resident obtain additional insurance to protect its own belongings. Resident agrees to indemnify and hold harmless Owner and its representatives from any and all liability for actions or inactions of Resident which cause damage or injury to any party or person. Resident agrees that locks and latches are acceptable subject to Owner's duty to make needed repairs upon request of Resident. It is acknowledged and agreed that Resident had other options available for obtaining housing and chose to enter into this agreement with the limitation on liability of Owner. Further, Resident acknowledges that it had to qualify to enter into this agreement. Upon payment of a reasonable charge, Resident shall have the right to require Owner to change (re-key) a door-lock for a fee. Resident may not place its own locks on the Premises or devices which prevent Owner entry. If Resident takes any action to restrict Owner's access, Owner may take such action to restore access and Resident shall be obligated for the costs. Resident shall pay for and replace smoke detector and/or carbon monoxide detector batteries as needed. If Owner's employees are requested to render services not contemplated in this

Agreement, Resident agrees to hold Owner harmless for all liability regarding the same. Owner may provide security patrols and/or security equipment (including cameras) for the purpose of protecting its property. However, Owner will not provide any security for residents. Each Resident is responsible for its own personal security and the security of its property. It is acknowledged that the premises have been occupied and used by other individuals and that Owner cannot represent what such persons have had or done within the premises. Resident acknowledges that it will not hold Owner, its agents, or employees liable for prior actions within the premises by other occupants or their guests, including such actions that may have unknown continuing residual effects on the premises. Owner does not warrant that other tenants will have or maintain renter's insurance, and shall not be liable for damages resulting from the actions of such other tenants. Rental insurance obtained by Resident must have a non-subrogation provision as against Owner and Owner's insurance. Resident expressly agrees and understands that Resident will not be considered a co-insured under Owner's commercial insurance policy for purposes of subrogation, and Resident agrees to be responsible for damage resulting from a fire, flood, explosion and water damage caused by Resident, its guests, occupants, and invitees. It is the intent of the parties that this section be applied so as to provide the maximum allowable protection from actions against Owner and that any provisions determined to violate law or policy be severed only to the minimal extent possible leaving all other provisions intact. It is expressly understood and agreed that the liability of Owner to Resident under this agreement is restricted solely to the interest of Owner in the Premises. No officer, director, shareholder, employee, or agent shall have personal liability under the terms of this agreement. Resident agrees to look solely to Owner's equity, interest and rights in the Premises for satisfaction of any claims or damages or other remedies of Resident. Owner shall not be liable for consequential or punitive damages.

General

No oral agreements have been made. Nor shall any oral agreements be allowed between the parties during the term of Resident's occupancy. This Agreement is the entire agreement between the parties and it may be modified only in writing signed by all parties except for reasonable rule changes or additions to the Owner's "Rules and Regulations." This Agreement integrates all previous agreements except those entered into concurrently. All of Resident's statements in the rental application were relied upon by Owner in executing this Agreement and any misinformation therein shall be considered cause for immediate termination by Owner of Resident's right of occupancy. **Resident may not withhold rent or offset against rent** except as specifically allow and provided for by law. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Agreement. In addition, each Resident shall be jointly and severally liable for any statutory damages accessed pursuant to state law, even if one Resident vacates the premises appropriately. No Resident shall be released from this Agreement unless agreed to in writing by Owner. Liability under this Agreement continues until all occupants and Residents vacate or a new lease is signed. In the event any Resident transfers to other premises, any amounts due for rent or damages shall automatically transfer as rent to the new premises and shall be immediately due. Resident shall not be entitled to interest on security deposits. All Residents' obligations are to be performed in the County where the Premise is located. Owners past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a continuing waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the non-defaulting party shall be entitled to recover costs of collection, attorneys' fees, court costs, and all other costs from the defaulting party regardless of whether the matter is litigated or not. **All amounts past due and/or in any lawsuit the entire judgment shall bear interest from due date at the rate of twenty four percent (24%) per annum compounded daily until paid.** Any clause declared invalid by law shall not invalidate the remainder of this Agreement. In the event Resident brings a claim against Owner or its agents with a state or federal agency (other than a claim under the Fair Housing laws), Owner shall be entitled to recover as against Resident any attorneys' fees and/or costs and damages for its time (including an hourly rate for Owner or its agent's time) if the agency fails to make a finding against Owner. This Agreement may not be assigned by Resident nor can Resident sub-let the premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation rental (including but not limited to Airbnb, VRBO, and like entities). Resident shall not list the premises for purposes of sub-leasing or vacation type rental. In the event obligations under this agreement and/or its addendums is assigned to a licensed collection agency or attorney, a collection fee of forty percent (40%) of the debt/obligation assigned shall be added to the amount owed pursuant to the terms hereof and as allowed by law. It is agreed that all indemnifications, hold harmless, and limitations of liability as stated in this agreement shall survive the expiration of the lease term and/or the termination of the lease. Resident and Owner agree, to the maximum extent allowed by law, to a waiver of jury trial.

Miscellaneous

Monthly Rent is due on or before the first day of each month by 5:00 p.m. local time. Rent paid after such date and time is delinquent. If all rent and other accrued fees are not paid on or before the date stated in Rent And Fees above, before 5:00 p.m. (Time determined by time at Owner's office), Resident agrees to pay a late charge as stated above. Any payment due must be paid before 5:00 pm on the due date or will be deemed paid late. Any check returned shall accrue the maximum charges as allowed by law which shall be in addition to the late fees. In the event, Owner determines to serve any notice upon Resident due to Resident's failure to pay rent, any nuisance related to Resident's tenancy, or for Resident's violation of this Agreement (including Rules and Regulations), Resident shall be liable to Owner for the Service of Notice Fee stated above. Owner may without notice require payments in money orders, certified funds or any other method of payment including electronic payments. Acceptance of personal checks is not required. Electronic payments are not deemed received if paid after service of an eviction notice. Owner shall be entitled to reject and return any funds paid electronically if done so within five (5) days after Resident gives notice in writing of such payment. Resident shall notify Owner in writing when paying electronically. **Any dispute in amounts due by Resident must be stated in a separate written notice provided to Owner and not merely stated on the face or rear of a negotiable instrument.** Such dispute must be mailed to the Owner at the registered agent's office or delivered to the address herein. As used in this Agreement, rent shall mean all obligations of this Agreement (and addendums) owed to Owner, including but not limited to, monthly rent, late fees, service fees, attorneys' fees, damages, month-to-month fees, utilities, court costs, pet fees, taxes, and security deposits. However, for accounting purposes only, payments shall be applied in the following order: first to damages, security deposits, late fees, services fees, month-to-month fees, other fees, court costs, attorneys' fees, any and all other amounts due, and lastly to rent. The lease initiation fee provided herein shall be deemed to apply to the operational costs of Owner in preparation of documents, files, and such other costs incident to the leasing of the premises to Resident. It is in addition to any application fee which may be charged. The Eviction Turnover Fee shall be deemed to compensate Owner for costs and time related to preparation of materials for an eviction. The above rental rate is for an unfurnished Premise. Resident's right to possession and all Owners' obligations are expressly contingent on prompt payment of rent. Use of the premises by Resident is obtained only on the condition that the rent is paid on time. Payment of rent shall be an

independent covenant and all monies received by Owner shall be applied first to non-rental obligations of Resident, then to the oldest amounts due, regardless of notations. After the initial term above, at least thirty (30) days prior written notice is required for any rent increase unless stated otherwise herein. Each Resident does hereby grant to each of the other Residents herein the power to sign documents binding all of the Residents as it may pertain to this tenancy and this Agreement. By this Agreement each Resident herein grants a power of attorney to each other Resident to bind all Residents as it pertains to this Agreement, addendums, notices, and pleadings which relate to this tenancy, including the ability to accept service of process and give notices to Owner. Resident agrees that firearms and weapons are restricted from common areas and amenities. Owner may further restrict possession, storage, and usage of any firearm or weapon.

Early Vacate

If Resident does not fulfill the entire initial term (even if such failure is due to eviction by Owner), Resident shall be liable to Owner for the costs incurred by Owner 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.

Rent Increases

If, during the lease term, taxes (non-property), utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of five percent (5%), Owner may increase Resident's monthly rental amount in a pro-rata amount (formula to be determined by Owner) with thirty (30) days written notice. In addition, if any utility or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be assessed directly to Resident in a pro-rata amount as stated herein or as otherwise assessed by such entity. Business license fees may be directly passed on to Resident as they are imposed by any municipality. Payment of such amount is due five (5) days after Owner sends the billing. Owner may not assess Residents an amount greater than Owner is assessed. Owner may make any such assessments based upon a reasonable formula that requires one hundred percent of the new assessment to be paid by the Residents.

Owner Default

Owner agrees to act with diligence to: (a) keep common areas reasonably clean, (b) maintain fixtures, furniture, hot water, heating equipment; (c) remain in substantial compliance with accepted federal, state and local laws regarding safety and sanitation; and (d) make all reasonable habitability repairs subject to Resident's obligation to pay for damages caused by Resident, its guests, third parties, or other occupants. Resident must comply with the appropriate obligations under state and local laws relating to notification of Owner and any fit premises laws or ordinances for Owner to be in default.

Resident Default

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 lease term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties). 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.

Illegal Acts

Resident may be evicted from the Premises without further notice or opportunity to cure for any illegal activity conducted by Resident, any occupant, or guest whether or not such activity is cited by a police authority. It shall be considered a breach of this Agreement for any Resident or occupant to commit a criminal act on the premises *or elsewhere* while an occupant of these premises. Prior undisclosed or unresolved criminal acts shall also be a breach. It is the responsibility of Resident to fully disclose all prior criminal activity, including but not limited to, convictions, pending charges, and plea bargains of all Occupants including minors. Resident has an affirmative duty to keep its premises from being reported on any Sex Offender's list. Any such listing is grounds for immediate eviction.

Lien

By this Agreement, Resident grants to Owner a security interest in any and all property which is placed on the property of Owner pursuant to the Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. The right to execute and take possession upon this security interest shall become effective upon any rent or fees being due and unpaid. Owner shall have the right to retain such property and utilize it to satisfy any monies due under this Agreement. Owner may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the premises and shall be in addition to the statutory Landlord's Lien. Owner may inspect the Premises at any time that there is an unpaid balance due for purposes of preparing an inventory of the secured items. 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.

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.

Animals Resident 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 Owner. For any violation of this provision, in addition to Owner's other remedies, Owner 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 Owner by Resident. Violation of this provision will allow Owner to commence eviction on the basis of nuisance without any further notice or opportunity to cure. Resident 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. Owner may create and maintain such rules and regulations relating to animals as Owner, in its sole discretion, determines appropriate. Guests may not bring animals onto the premises except service animals which have obtained prior permission.

Tax Pass-Through Owner may pass through to Resident a pro-rata amount of the property taxes assessed against the entire premises. Such amount shall be billed monthly and be deemed to be part of the rent due each month. Owner shall inform Resident of the assessment at the commencement of the term (or may commence such assessment at any time with thirty days' notice) and may increase such assessment upon thirty (30) days written notice. Owner may utilize any such formula for pro-rating the tax assessment provided that the aggregate amounts billed to all residents may not exceed the actual property tax

Utilities Utilities shall be used for ordinary household purposes only. Resident will provide and pay for all utilities except those listed below or those for which a separate agreement is entered into concurrently. All utility services whether provided by Owner or Resident, are subject to interruption or temporary termination for the purpose of repairs, alterations, or improvements to the Premises or for emergency reasons. Any such interruption or temporary termination of utility service shall not constitute a default by Owner, nor is Owner liable for interruption or termination. In any event, Resident shall be responsible for its own telephone service, cable service (unless specifically stated otherwise), and any other optional service which may be deemed a utility. Resident must obtain written approval to install a satellite dish and sign an addendum to this Agreement. Resident shall establish the utilities for which it is responsible in its name immediately. If Resident fails to establish the utilities, Owner may at its option terminate this Agreement or bill Resident a handling fee of \$50 per utility per month. It is required that all Residents have both gas and electrical service. Owner may establish a policy for payment of pro-rating utilities that are not directly metered, including but not limited to sewer, water, and garbage and may charge Resident a monthly administrative fee for such utility billing. Resident is responsible for all utilities except those specifically stated to be paid and established by Owner.

Utilities to be paid and established by Owner

Pests It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by Owner. 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 Owner immediately of any infestation or sighting of any pests within the premises. Resident may, upon written approval of Owner, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify Owner 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 Owner 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. It is agreed and acknowledged that a pest problem may spread to other units. Failure to Resident to notify Owner and take appropriate action may result in additional units becoming infested. 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 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.

Smoking Smoking may or may not be allowed on the premises. However, Owner may restrict smoking altogether at any time. Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78B-6-1101(3) (smoke and second hand smoke) and holds Owner harmless for any damages relating to smoke. Resident acknowledges that it has been informed that smoke from outside the premises or from adjoining premises may drift into Resident's premises. Resident specifically agrees to abide by the smoking policies of Owner which may prohibit smoking. This waiver shall apply to all residents, occupants, guests, and minors. Second hand smoke is defined as a nuisance and may be a cause for eviction. Resident shall abide by any regulations promulgated by Owner regarding smoking. Further Resident acknowledges that smoking damages the premises and agrees to pay for any such damage.

Insurance Resident is encouraged to maintain liability insurance for Owner. Coverage should be at least in the amount of One Hundred thousand Dollars (\$100,000.00) for damage to Owner's and third party's property with the provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge. Owner should be named as an additional insured or listed as an interested Party on Resident's policy. Such policy shall be written as a policy not contributing with and not in excess of coverage which Owner may carry. It is agreed that Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein and within this agreement regardless of insurance that Owner may carry. Resident shall be liable to 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 shall not be liable for damages caused to it or its property due to the actions or inactions of other residents. Owner may, by addendum, require insurance.

Cash Payments Resident agrees that it will not make any payment required by this agreement in cash. Cash will not be accepted by Owner and any cash payment shall not be deemed to be a valid payment on any obligation under this agreement. Resident agrees

to notify Owner of any request by any agent, employee, or manager to make any payment in cash. No cash payment shall be evidence of any payment required by this agreement. However, this provision shall not apply to any payments which are made to Owner's attorney pursuant to an eviction or collection matter.

Owner's Agent

Owner may be represented by a real estate licensee (agent) who is subject to the provisions of the real estate laws of the state. 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 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 lease 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.

Owner's Agent _____

Owner's Brokerage _____

Other Obligations/Conditions _____

Move-in Discounts-Concessions

Subject to completion of the terms of this lease, Owner shall grant to Resident the following discounts:

In the event Resident fails to complete the entire term (regardless of the reason, even eviction by Owner) or violates any other term of this Agreement, Owner shall be entitled to recover the amounts stated above that were discounted to Resident. It is agreed that any concession shall be deemed a rental payment deferment which shall become due and payable upon breach or at the termination of the lease unless the lease is completed wherein the deferred rental payment shall be forgiven.

This is a binding legal document.

Resident acknowledges reading all of this Agreement and any addendum carefully before signing. Residents are jointly and severally liable for all the terms, conditions, and payments due pursuant to this Agreement and its addendums.

RESIDENT OR RESIDENTS: (All Residents Must Sign)

OWNER OR OWNER'S REPRESENTATIVE

_____ Date _____

_____ Date _____

_____ Date _____

Resident's Email Address for Notices:

_____ @ _____ . _____

Owner's Address for Notices:

Telephone _____

Community Name (Owner) _____

Address _____ **City** _____ **State** _____ **Zip** _____

