

**Summerwood Condos Honors Rental Agreement Declarations, Certification, Authorization and Release Page**

This contract is made by and between Summerwood Condos 720 South 1200 West Orem UT 84058 and:

**First Name:** Marc  
**Last Name:** De La Cruz  
**Cell Number:** 801-634-8072

**Middle Name:** Joseph  
**Tenant Email:** marcdlc56@gmail.com  
**Social Security Number:** \*\*\*\*\*3017

**Date of Birth:** 06/17/1999  
**Gender:** M  
**School:**

**Lease Term: (6)**  
This Agreement shall begin on 01/25/2018 and will end on 08/10/2018 at 11:00 AM.

**Rent Charge for Lease Term:**

**\$200 (Due in on the first day of each month)**

**Deposit, First Month's Rent and Last Month's Rent**

**A Deposit of \$300.00 is Due Immediately at Signing:** This payment includes \$100 non- refundable cleaning fee and up to \$200 refundable deposit. Deposits are not required for renewal contracts depending on contract signed. Deposits are not transferable between tenants

**Payments due at time of Move In before receiving keys which include:**

Prorated First Month's Rent	\$45
Prorated Last Month's Rent	\$65

I hereby certify that:

I am not a convicted sex offender.

I have never been evicted.

I have never been convicted of a crime (other than minor traffic violations). I am not currently on nor have I ever been placed on probation, formal or informal, by any court or law enforcement agency.

I hereby authorize Summerwood, its employees and agents to acquire confidential historical and financial information regarding me, my character and credit worthiness from any person or entity and request all persons and entities possessing such information to release it to Summerwood and do further hereby waive any claims related to the release of such information.

If I sign a rental contract and pay all money required, I understand that Summerwood in its sole judgment may cancel my contract after investigating the information I have provided or it acquires about me from others, whereupon they shall return all refundable money and have no further obligation to me.

In the event I contract a rental space at Summerwood, I hereby consent to the release of my name, apartment, school and age to other prospective Tenants interested in renting a space in my apartment.

I consent to Summerwood contacting me by email, phone, text message, and mail.

**I understand that I am signing an Application, Declarations, Certification, Authorization, Release Page and Student-Landlord Rental Agreement**

*Marc J De La Cruz*

I on the 1<sup>st</sup> of each month to the following address: Summerwood Condominiums Leasing Office 720 South 1200 West  
#43 01611, 01 04000. All rent, utility payments, and any remaining balances are due by the 1<sup>st</sup> of each month and are late on the 5<sup>th</sup>. Outstanding

charges may not be accumulated and deducted from the deposit. Resident is responsible for having his or her account current and paid in full by the 7th of each month. Payments may be made in the office with a check, money order, or cashier's check. Cash will not be accepted for any payment. All payments made through the Office must be made during regular office hours and will be applied to the Resident's account on the same day the payment is handed in. Payments left after office hours will be processed the next business day (e.g. payment left in the office Dropbox after office hours on the 5th would be processed on the 6th, and late charges would apply). Keep receipts for all payments made. Payments made with an e-check, Discover, Visa or MasterCard must be made through [www.summerwoodcondos.com](http://www.summerwoodcondos.com) using Resident Portal. Online payments will be credited to the account on the day the payment is processed (e.g. payment made online on Jan. 5th will be credited to the account on Jan. 5th). Payments made by mail *must be received before or on the 5th* of each month to be considered on-time. A \$25 late fee will be applied on the 6th of the month. An additional late fee of \$25 will be posted on the 11th of the month. Late charges will apply until sufficient funds are received. Late fees shall be considered a liquidated damage to cover Owner's time, effort, and fees Owner may incur addressing Resident's late payments. If Owner allows a resident to make a payment plan the Resident is not excluded from late fees posted. Acceptance by Owner of partial rent payments shall not be a waiver of Owner's right to the full amount of rent in future months. Resident will pay a \$20 service fee for all returned checks or e-checks and it cannot be waived at any time. Payments received will be credited in the following order: (a) damage beyond normal wear and tear, (b) late fees, (c) return check charges, (d) unpaid cleaning charges, (e) miscellaneous fees, (f) utilities, (g) costs & legal fees, (h) all other amounts due under the rental agreement, and (i) rent. All delinquent sums due and owing to Summerwood (i) after the 6th day of the month, (ii) the end of the contract term, or (iii) acceleration shall bear interest at the rate of eighteen percent (18%) per annum until paid. At Summerwood's sole option, Summerwood may accelerate the full amount of unpaid rent and other charges to be immediately due and owing should Resident (i) vacate his or her rented space, (ii) be evicted, (iii) breach the terms of this Agreement and not remedy the breach within three (3) days after notice, or (iv) materially breach the terms of this Agreement.

2. **SECURITY DEPOSIT:** Resident is eligible to receive up to \$200 of the deposit. A refund of deposit is based upon but not limited to: Apartment and bedroom keys returned to Owner at time of move out date, all rent, late fees, utility charges, any other Resident charges not paid in full, damages to the Property or furnishings beyond normal wear and tear. This responsibility includes, but is not limited to, damages caused by the actions of the Resident, Resident's family, relatives, invitees, intruders, or guests. Burns, stains, holes, tears, or damage of any size or kind in any flooring, carpeting, blinds, or walls among other items are considered damages and are not ordinary wear and tear. The Owner may apply the rental deposit to any of the following obligations of the Resident: (a) rent owed under the terms of this contract, (b) damage to the property done by the Resident individually or by persons invited on the property by the Resident beyond reasonable wear and tear, (c) other costs, fees, and fines provided for in this contract, and (d) cleaning of the unit, unless reasonably cleaned by the Resident, reasonable wear and tear excepted. The balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the deposit, and reasons therefore, shall be delivered or mailed to the Resident within 30 days after termination of the residency or within 15 days after receipt of the Resident's new mailing address, whichever is later. If Resident fails to provide notice of forwarding address within forty-five (45) days of vacating, Resident forfeits any remaining security deposit to Owner.
3. **UTILITIES/SERVICES:** Resident will be charged for gas, electricity, water, sewage, garbage based on the monthly usage of those services. Owner will divide and apportion actual costs of monthly gas, electricity, water, sewage, garbage charges between the contracted Residents of that unit. This will be added to the Residents account as "utilities". Resident is also responsible for paying \$17 monthly for dish and internet as Communications fee. All residents are required to pay this fee. There will be a one-time set-up fee of \$10 per Resident for utility billing management services at time of move in. Resident agrees to maintain billing of all utilities through the office and may not change said services into their own name. Resident understands that utilities are based on usage and that the Resident is required to pay all utilities in full before the 7th of each month.
4. **USE and OCCUPANCY:** This Agreement authorizes the unit to be used as a residence by four adults and for the use of one person per bedroom. This agreement does not guarantee full occupancy of a unit. No additional occupants may reside in the unit without written consent of Owner. Any person who stays overnight without authorization shall be deemed a violation of this agreement. Should Owner discover that unauthorized or additional persons have for any period of time, taken residence in any part of the unit, Resident shall pay Owner \$50 for each day of unauthorized occupancy and Owner may, at its discretion, terminate this agreement. After obtaining written consent from all other roommates, requests for visitors should be delivered to Owner in writing with no less than three (3) days' notice. This agreement is between one individual Resident and Owner. Upon seven (7) days written notice to the Resident, the Owner may transfer the Resident to any equally suitable apartment or room other than originally assigned for the purposes of consolidating Resident or other justifiable reasons. Charge for transferring apartments will be \$50.
5. **ENTRY:** Owner may enter the premises at any time with or without prior notice for purposes of leasing of an empty bed, or to verify occupancy or lease violations. Owner will provide 24-hour notice for inspections and other repairs not requested by Resident. Any request from Resident for maintenance or repairs shall be deemed authorization for the Owner to enter the property without requiring further notice to or permission from Resident. Owner shall only make the requested repairs and only after knocking during reasonable hours. Resident shall not add or change locks and keys to units may not be duplicated; however, Resident may request that the Owner re-key the locks so long as (1) Resident pre-pays for the actual costs of doing so; and (2) Resident provides Owner all keys to the Property. Any unauthorized duplication of unit keys will be considered a breach of contract and will be subject to remedies as such. Replacement keys will be charged to Resident at \$25 per key. Lost keys must be reported. If key is lost, Resident will be charged up to \$200 for re-keying unit lock and cutting new keys for fellow unit Residents. If Resident is locked out of the Property and required Owner's assistance to regain entry, Resident agrees to pay Owner the greater of 1) up to \$50 fine; or 2) the actual costs of a locksmith. If there is available space on the Property, it may be filled at any time without prior notice to current Residents. If new Resident is not accepted by current Resident in the apartment, Owner can require the current Residents to pay a rental charge for each new Resident that they did not accept. If current Resident verbally discourages a new Resident from moving in or refuses to allow them the full use of the apartment or if they fail to keep the apartment reasonably clean when there is an available space, they will be held responsible for rent for each vacant space in their apartment that Owner attempted to fill.
6. **MAINTENANCE, REPAIRS, and ALTERATIONS:** Resident will inspect the Property and accepts the Property's present condition. Resident agrees

*Marc J De La Cruz* py and use the Property in its "AS-IS" condition. Resident shall always and at Resident's expense maintain the Property in or including all equipment, appliances, furniture and furnishings therein and shall surrender the same after cleaning (walls, windows, light fixtures, mirrors, appliances, plumbing fixtures, cupboards, kitchen, and bath flooring, behind and under appliances, etc.) so the Property

is clean and ready for the next occupant. This shall include paying for and replacing all light bulbs and batteries for any smoke detectors in the Property. Resident may request assistance from Maintenance. Resident shall not paint or otherwise modify the premises or its contents without prior written consent of Owner. Excessive holes in walls from pins and nails are not permitted and are not considered normal wear and tear. Resident shall not remove from the unit furnishings or fixtures belonging to the Owner at any time and shall properly dispose of all garbage. Resident shall return possession of the premises to the Owner in the same condition as received, reasonable cleanliness included reasonable wear and tear and damage by the elements excepted. If the Owner makes any improvements to the premises the Resident shall return possession of the premises in the improved conditions, reasonable cleanliness included, reasonable wear and tear and damages to the elements excepted. All damages must be reported promptly to the Owner. Damages that cannot be attributed to one Resident will be assessed equally to all Resident who occupy the apartment. Resident agrees to reimburse Owner for any damages caused by Resident's negligent or intentional acts or those of Resident guests or invitees. Reimbursement is due and payable within 5 days of written notice. Resident acknowledges a non-compliance fee of \$100 will be charged if Owner gives reasonable notice of 48 hours to Resident and Resident has not complied according to previous instructions provided by Owner. Owner shall commence repair of conditions posing a threat to safety or health of Resident after appropriate notice as required by the Utah Fit Premises Act.

7. **LIVING STANDARDS:** Visitors of the opposite sex or significant others are permitted in living rooms and kitchens but not in bedrooms. No sexual activity is permitted on the premises. The use of the bathroom area by members of the opposite sex or significant others is not appropriate unless emergency or civility dictate otherwise and then only if the safety, privacy, and sensitivity of another Resident are not jeopardized. Visiting hours begin at 9:00 a.m. and extend until midnight Monday through Thursday. Friday through Sunday night visiting hours extend until 1:00 a.m. Resident is obligated to explain all contract rules to his/her guests and Resident is responsible for the actions of these visitors and guests. Violation of these rules is grounds for eviction. No drinking, or storage of alcoholic beverages, or the containers is permitted anywhere on the premises. No smoking, chewing, use, or storage of tobacco products or illegal drugs, or their containers is allowed on the premises. Residents who vape are required to vape outside the apartment always. No hookahs are allowed on the premises. Resident and their guests may not be under the influence of the above-mentioned products on the premises. There shall be no gambling, pornography, or indecent material of any kind permitted on the premises. Violation of this provision may result in immediate eviction. Each Resident may be subject to fines or immediate eviction for violation of these rules of no less than \$100 per violation and any applicable cleaning charges.
8. **PEACEFUL ENJOYMENT AND EXERCISE OF RIGHTS:** Resident acknowledges there are roommates, neighbors and/or others adjacent to and sharing the same building. Resident shall not disturb, harass, or interfere with the peaceful enjoyment of the Property by Owner, other Residents, guests and/or neighbors, including but not limited to Owner receiving complains of noise, parties or any disturbance of the other Residents and/or neighbors. Noise must be contained within unit walls and all noise complaints may be directed, in writing, to Management. Resident acknowledges a breach of this section constitutes a breach of this agreement which cannot be brought into compliance as well as a nuisance pursuant to Utah law allowing Owner to commence unlawful detainer to eviction proceedings by providing Resident with a three-day notice to vacate.
9. **NON-PERMITTED ITEMS and VIOLATIONS:** The use or violation of any non-permitted items listed in the agreement is subject to penalty. Penalties may be issued as fines or eviction based on the situation. Unlisted charges start at \$25 per incident. Attics and Furnace closets are not to be used for storage at any time. Candles and the use of candle warmers or open flames of any kind are highly hazardous and are not to be lit at any time. Barbeques or any other portable cooking devices are not allowed on Summerwood premises. Residents are not to enter attics in top-level units. Satellite dishes or antennae of any kind, other than those provided by Summerwood Condominiums, are not permitted on Summerwood premises except as may be allowed by law. Any such dish must get prior written approval, be contained within the area under direct control of Resident, and may not be attached in any way to the unit. Firearms, weapons, flammables, fireworks and explosives: Unless prior written consent is received from the Owner and all other Resident in the rental unit, the Resident may not store, keep or maintain on the premises any fireworks, firearms, explosives, flammables (liquids or solid) or dangerous weapons, including knives, or other items which, in their intended use, are capable of inflicting serious personal injury.
10. **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 the owner, for any violation of the 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, defeating 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 to opportunity to cure. Resident is required to get approval for any 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 animal as Owner, in its sole discretion, determines appropriate. At the discretion of Management, violation may result in eviction and/or charges per the following schedule: initial \$100 lease violation fee and \$10 per day thereafter plus any additional cleaning charges.
11. **MILITARY CLAUSE:** In the event Resident is or become 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 Servicemember Civil Relief Act (SCRA) 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 the 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.
12. **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 the 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 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.

<sup>3</sup> Marc J De La Cruz obtain a parking permit from the office at time of move in or yearly change and agrees to all parking permit fees. Parking with a current contract and are not transferable between residents. Resident will be charged \$25 for lost or stolen parking permits. At the time of checkout, parking sticker must be returned to Owner. If Resident changes vehicles during their occupancy, original sticker must

be returned to Owner prior to attaining a new sticker. Resident may use provided parking stalls for automobile parking only. Motorcycle parking is allowed only in provided and labeled areas and Resident must display a Summerwood parking permit in their vehicles. Resident may not perform any repair, restoration, or service work on cars or any other motorized vehicle on Summerwood premises. Recreational vehicles such as watercraft, snowmobiles, and boats are not allowed on Summerwood Condominiums premises. Any vehicles on Summerwood premises without the required parking permit will be booted. Owner of the car must pay any and all boot fees. Vehicle(s) must be working and cannot be parked for storage. Resident acknowledges that Summerwood Condominiums is not responsible for ANY damages to Resident's vehicles in the underground parking or otherwise. Resident acknowledges that when there is rain or snow there may be a risk of lime deposits on vehicles and it is the Resident's responsibility to watch their own vehicle and park at their own risk. Resident acknowledges that Owner is not responsible for any damages caused to Resident's car for any reason. Management reserves the right to amend this parking policy from time to time, as deemed necessary. Resident understands that only 1 car per person is allowed.

14. **BICYCLES:** Owner is not responsible for ANY damages to resident's bicycles on the property or otherwise. This does include theft. It is the resident's responsibility to watch their own bicycle(s) and park at their own risk. The residents will not hold Summerwood responsible for any damages caused to the bicycle(s) for any reason. Bicycle parking is provided in the underground parking garage for Summerwood Resident only. Resident must obtain a bicycle permit from the office and permit must be returned to the office at time of checkout.
15. **CLEANING:** Resident agrees to maintain all of the premises, including its own bedroom, common rooms of the premises, and any other area which the resident has full or partial control. Resident acknowledges that Owner obligates Resident to keep such areas clean and sanitary, it is acknowledged that this is a subjective standard that shall be in sole discretion of owner. Owner may inspect the premises to ensure that is properly maintained and clean. If, in the Owners' sole judgement, the premises need to be cleaned resident shall be given twenty-four (24) Hours to properly clean the premises. Thereafter, owner may have the premises cleaned and such costs of cleaning shall be assessed as additional rent to each and every resident of the premises. Resident agrees that it is jointly and severally responsible for the cleaning charges in full.
16. **CHECK-IN AND CHECK-OUT PROCEDURES:** Management will provide a damage/clean assessment form to Resident at check-in, to be filled out by Resident. Resident will make note of any damage to bedroom and common areas that Resident does not want to be responsible for at check-out. Resident will return this form within three days to management office to be kept in Resident file until check-out. Proper check-out procedure includes paying all money due to the Property, and arranging a time for a check-out inspection unless otherwise specified to Owner or in contract. At the time of check-out Resident must return all keys and parking permit along with a self-addressed stamped envelope with forwarding address and check-out form to the Owner by following all move out procedures. If any Apartment/bedroom keys or parking permit are not returned at time of check out, Resident will be charged (1) up to \$200 for each apartment and/or bedroom key that is missing (2) \$25 for parking pass. If Resident fails to the final move-out check, Resident will be charged \$50 fail fee plus the cost of cleaning. If Resident moves out prior to the ending date of the contract, Resident will still be responsible for a final cleaning check and must follow correct checkout procedures. Upon check out, Resident will be charged a repair fee for any holes in the wall of Resident bedroom and/or common areas if damage is extensive. For other and/or more extensive damages including but not limited to water damage, missing window screens, carpet stains, broken appliances, etc. Resident will be charged appropriate repair costs. Failure to follow check-out procedures may result in additional cleaning/damage charges assessed to Resident's security deposit. If Resident has not removed all personal items at time of check-out a moving and storage fee will be charged to Resident based on quantity and time of removal of items. If items are not claimed after 30 days, items will be disposed of per Utah Law.
17. **MISCELLANEOUS RESIDENT OBLIGATIONS:** The Resident agrees to use the property as his or her personal residence and to comply with all applicable city, county, state law and national laws in use of the property. The Resident shall maintain the interior of the property in a reasonably clean and safe condition, use reasonable care in consumption of utilities and services furnished by the Owner, and avoid unreasonable noise or other disruption of the privacy and peaceful enjoyment of premises by the Owner and other Resident. Resident are responsible to provide their own shower curtains and damage to the unit resulting from misuse or non-use of a shower curtain is the responsibility of the Resident. For sanitary purposes, each Resident is required to purchase and use a mattress pad under regular sheets. No items will be stored in the furnace closets at any time. There will be a \$25 fee charged for non-compliance at each inspection. Resident are responsible to replace light bulbs in bedroom, bathroom, living room, dining room, kitchen. Replacement for light bulbs after resident moves out is five (5) dollars per bulb. Fire sprinklers: High pressure sprinklers have been installed in the ceilings in each room for your safety. THEY ARE ACTIVE! Do not hang, tie, tape or wire anything to them, as activation is possible. Resident is responsible for all damage of activation of sprinkler heads on Summerwood Premises. Resident agree to report any non-functioning smoke detector to the Owners and under no circumstance should they disable the smoke detectors in their unit. Resident will be charged \$50 for any smoke detectors found to be disabled. Window screens are not to be removed by Resident. There will be a \$25 installation fee plus repair or replacement charges if there is damage to, or loss of the screen caused by Resident. All walkways and stairwells are not to be used for storage and should be kept clear and clean always. Deposit trash in dumpsters always. Trash cans or bags are not allowed in walkways. If Owner finds any garbage left on the walkways, in the parking garage, or outside the doors, the Resident will be charged \$10 per Resident per bag. Beds are fragile and should not be moved. Repair cost for damage to any furniture or the condo unit because of Resident moving furniture without management assistance will be assessed to the Resident. Resident must exercise good judgment in operation of appliances, plumbing, etc. and will be responsible for damage and repairs of careless usage. Posted load limits for washers and dryers must be observed. Resident will be responsible for repair and clean-up charges when overloading causes overflow of water or damage to machine.
18. **TERMINATION BY OWNER:** In any of the following instances the Owner may elect to terminate this lease and re-enter and take possession of the premises after notifying the Resident in writing pursuant to Utah Law: (1) failure of the Resident to make any payment required under this agreement when due; (2) when the cost of damages caused by the Resident or his/her invitees exceeds the amount of the rental deposit; (3) when the Resident causes any material, substantial, or continuing breach of this agreement; (4) when the Resident is not eligible to live in student, or recklessly endangers human life, assaults, harasses, annoys, disturbs the peace of, intentionally damages, defaces or destroys the property of or threatens physical harm against other Resident, or the Owner or when the Resident suffers, permits, or maintains any nuisances, or any health or safety hazard on the premises. If the Owner re-enters the premises in accordance with this paragraph or any other provisions authorizing forfeiture, the Owner  
*Marc J De La Cruz* s to re-rent the premises on reasonable terms and the Resident agrees to pay Owner any differences between rent agreed  
on re-rental of the premises for the remaining terms of this lease. If the Resident, without just cause, fails to comply with

legal notice of eviction or court orders, the Resident agrees to pay all cost of eviction including legal penalties provided by law and a reasonable attorney's fee.

19. **CANCELLATION OF CONTRACT:** With written approval of owner, resident may transfer the obligation of this agreement to an approved substitute resident. Such transfer shall require Resident to pay the Contract Transfer Fee prior to the transfer. All substitute residents must be approved and qualified by Owner prior to the approval. Resident may also request a transfer to another premise within the community. Such transfer is conditioned upon the unit being available, and approval of Owner which may be denied for any or no reason. If the owner approves such transfer, Resident shall pay prior to the transfer the Unit Transfer Fee. Resident shall still be responsible for any damages to the premises which may have occurred prior to the transfer. Resident must sign the selling agreement before contract can be sold. Before Resident gives written notice of his or her intent to vacate the property, the Resident must find a suitable substitute. The last day of tenancy shall be the day before the substitute tenancy begins. No sub-leasing or assignment of contracts is permitted. Residents cannot transfer current contract to any other current Resident.
20. **SHOW APARTMENT:** Any Resident living in the show apartment agree that the employees of the office have access to both bathrooms and the kitchen any time during office hours. Employees of Summerwood will knock if entrance to the apt is needed outside office hours. The office also will have claim to one cupboard and one drawer in the apt. Summerwood will pay Gas and Power; residents of the Show Apt are responsible for the communication package at \$17.00 per person. Summerwood will also pay for toilet paper in the bathrooms. Show apt residents and office will communicate about temperature changes and the office has final say always due to the door being open and closed often on that side.
21. **ADDITIONAL CO-SIGNER/GUARANTOR:** If requested by Owner, Resident agrees to provide a co-signer to guarantee Resident's performance of the monetary obligations under this Agreement. By executing as such under this Agreement, the Guarantor agrees to pay within 15 days' notice by Owner, all outstanding monetary obligations of Resident that are overdue as of the date of Owner's notice to Guarantor. Guarantor, Resident, and Owner agree that the Guarantor's obligation hereunder is material to and relied upon by Owner in entering this rental agreement.
22. **CREDIT REPORTING AND COLLECTIONS:** I understand that by renting at Summerwood Condominiums I will (a) be building my credit history with every payment I make. (b) I understand that by making my payments on time each month that my credit score may improve. (c) I authorize the use of my cell phone (phone calls or SMS/text) and/or e-mail by first or third party exclusively for the use of communication with me regarding my account status at any time. I agree that in the event my account goes delinquent to pay a collection billing fee of \$5 per month. I agree to pay processing fees, interest at the rate of 18 percent annually on all past due balances from the original due date, plus court costs and reasonable attorneys' fees, with or without suit, incurred in collecting any past due balance, and a collection fee of 40 percent if my account is assigned to a collection agency or attorney.
23. **LIABILITY OF OWNER:** 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, etc. 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. 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 Resident, 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. Resident agrees to indemnify and hold harmless Owner and its representatives from all liability for actions or inactions of Resident which cause damage or injury to any party or person. Owner strongly recommends that Resident secure renters insurance to protect against all of the above occurrences and may require renter's insurance.
24. **REPORTING EMERGENCIES AND PROBLEMS:** For serious emergencies (smoke, fire, serious injuries, suspicious activities), CALL 911 then call Management. Report simple or non-emergency problems by contacting the Management office or by filling out a service request online. IN CASE OF EMERGENCY CALL: (801) 801-0522.
25. **ENTIRE AGREEMENT:** The terms of this Rental Agreement and any other exhibits or attachments hereto constitutes the entire agreement between the parties and may be modified only, in writing signed by both parties.
26. **ADDITIONS:** Additional rules, covenants, inventories, cleaning and checkout procedures attached or added herein are hereby incorporated into this agreement provided they are not in conflict with any part of the foregoing agreement. If the parties make oral agreements which conflict with the written terms of this agreement, the written provisions shall determine the rights of the parties. By signing this agreement Resident agrees to be legally bound by any changes, or additions to the contract as long as a 30-day written notice is given by Owner.

**Management has the right to adopt additional rules and regulations for the health, safety, and general welfare of Resident.**

**All persons will be treated fairly and equally without regard to race, color, religion, sex, disability, national origin, or source of income.**

### **ACCEPTANCE**

**I HAVE READ, UNDERSTAND, & ACCEPT THE TERMS ON ALL PAGES OF THIS AGREEMENT**

**DO NOT SIGN UNTIL YOU READ & UNDERSTAND THE TERMS & CONDITIONS OF THIS ENTIRE CONTRACT.**

*<sup>5</sup> Marc J De La Cruz*

Signature Details

1	Marc J De La Cruz	IP: 205.122.215.59	01/23/2018 11:14:24 AM ( MST )	Primary-ID: 12157786
2	Marc J De La Cruz	IP: 205.122.215.59	01/23/2018 11:14:24 AM ( MST )	Primary-ID: 12157786
3	Marc J De La Cruz	IP: 205.122.215.59	01/23/2018 11:14:24 AM ( MST )	Primary-ID: 12157786
4	Marc J De La Cruz	IP: 205.122.215.59	01/23/2018 11:14:24 AM ( MST )	Primary-ID: 12157786
5	Marc J De La Cruz	IP: 205.122.215.59	01/23/2018 11:14:24 AM ( MST )	Primary-ID: 12157786

UTAH VALLEY UNIVERSITY

**RISKS AND HAZARDS STATEMENT OF UNDERSTANDING AND RELEASE**

The undersigned hereby acknowledges and agrees to the following statements:

1. I, Marc (herein "participant") expect and intend to participate in the Honors Housing Events in Utah sponsored by Utah Valley University during the 2016- 2017 school year, following the execution of this Statement of Understanding and Release.

(Participants shall have accident injury insurance to attend Events)

2. In consideration of the University's sponsorship and direction of the activity, and his/her participation, participant hereby states that he/she has read and fully understands the Risks and Hazards Statement which is included herein and releases and discharges the State of Utah, the University, and their officers, agents and employees and volunteers from any and all claims, damages, losses or injuries connected therewith, including, but not limited to, any loss, damage or injury suffered by participant or others, as a result of failure to obey safety regulations or resulting from the exercise of the activity coordinator or other individuals acting in good faith response to emergencies and exigencies on this activity whether at the University or any other location.

3. Participant further agrees and understands that during the activity, he/she will be under the direction of the instructor or director approved by Utah Valley University and specifically agrees to comply with all reasonable directions and instructions by the instructor or director during the course thereof.

4. Participant understands and acknowledges that there are specific risks of injury to person and/or property that are associated with activity, including risks related to travel hazards, terrain, weather, eating and sleeping arrangements, and other circumstances. Participant also acknowledges that he/she understands that the activity could have but is not limited to the following risks: That all persons on trips run the risk of personal injury or death, that the medical response may be delayed due to remote location. That they may be in remote locations where limited ability to summon assistance is always a problem. Temperatures in Utah are life threatening, participation may be demanding and dangerous. Participant specifically assumes and prepares for the risks associated with such conditions. (UVU Does not provide accident injury insurance)

5. Participant certifies and represents that if he/she drives a personal vehicle to, from, and/or during the activity, the vehicle must be covered throughout the period of the activity by a motor vehicle liability insurance policy, currently in effect, with limits of coverage and liability that satisfy the requirements of the Utah Motor Vehicle Safety Responsibility Act, 1952 Utah Code Anno. 41-12-1 et seq.

6. Participant understands and acknowledges that Utah Valley University assumes no liability for personal injuries or property damages to participants or to third parties arising out of activity, except to the extent that such liability is imposed by law. Participant agrees to indemnify and to save harmless, the State of Utah, the University and its officers, agents, employees, and volunteers from any claim or liability arising out of the acts or omissions of the participant during any such activity, subject to any limitations or restrictions against such indemnification that are imposed by law.

*Marc J De La Cruz*

7. Participant understands and acknowledges that there may be unsupervised times before, during, or after the hours of the sponsored activity. It is understood that during this time participant will conduct themselves as responsible individuals as well as adhere to all applicable laws and statutes in effect. Failure to comply with this section may result in physical harm or property loss due to hazards beyond the University's control. Failure to comply may also result in expulsion from the activity. The University will not be responsible for any such acts nor any costs resulting from expulsion from the activity.

8. The participant hereby understands that he/she should arrange for appropriate personal health insurance coverage (e.g., hospital/medical insurance, student health insurance, etc.) during the period of the activity. The participant agrees and understands that he/she will be personally responsible for any medical costs incurred during this activity.

9. I agree not to use any illegal drugs or alcohol while undertaking this activity with Utah Valley University and to abide by all provisions of Utah Valley University Student Rights & Responsibilities Code.

Person under the age of 18 years may not participate in overnight trips without special permission from UVU Department of Risk Management and a signature of a parent or guardian.



Signature Details

1	Marc J De La Cruz	IP: 205.122.215.59	01/23/2018 11:14:24 AM ( MST )	Primary-ID: 12157786
2	Marc J De La Cruz	IP: 205.122.215.59	01/23/2018 11:14:24 AM ( MST )	Primary-ID: 12157786