

# LEASE AGREEMENT

RECEIVED FROM \_\_\_\_\_, Lessee, also referred to as Resident, the sum of \$ \$ 300 evidenced by ( ) Check, ( ) Money Order, ( ) Other, as a deposit which, upon acceptance of this rental agreement, shall belong to the Lessor of the Premises, also referred to as Owner, and shall be applied as follows:

Rental Rates: \$ 1,700 (Private Room)  
(Prices are Per Semester) \$1,300 (Shared room)

**Rent for the period from**

(PRO-RATE TO END OF MONTH) Sept. 1 to April 30

Security Deposit - \$ \$ 200 [ ] Refundable  
(SUBJECT TO PARAGRAPH 14 BELOW)

Other - \$ \$ 100 [ ] Not Refundable

Other - \$ \_\_\_\_\_ [ ] Refundable

Total Deposit in Place - \$ \$ 300

Lease Buy-Out Fee - (Remainder of your contract plus your security deposit in full).

Lease Initiation Fee -

**SECURITY DEPOSIT:**

- I. Resident agrees that security deposit above shall be payable on/or before the 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. Resident's security deposit, less any re-decorating fees, 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 the Resident and the 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 thirty (30) day notice of intent to vacate to Owner prior to the original date of the termination or original expiration and/or thirty (30) days prior to the last day of the month Resident intends upon vacating. This provision does not allow Resident to terminate the lease prior to the expiration of the initial term but does require at least thirty (30) days notice of 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 the Owner's agents inspect the Premises prior to move-out. The 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, entry devices, parking tags, etc. related to the Premises are turned into the Owner.

Within thirty (30) days following the latter of the 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.

2. It is the Resident's obligation to provide Owner with all required notices 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 on demand.

If this agreement is not accepted by the Owner or his agent, within (3) days, the total deposit received shall be refunded. Resident agrees to rent from the Owner the Premises situated in the City of Cedar, County of Iron, State of Utah, located at: 56 West 820 South Apt. # \_\_\_\_\_, consisting of \_\_\_\_\_ bedrooms upon the following TERMS AND CONDITIONS:

1. **TERM:** The term shall begin on September 1st 20\_\_ and continue on lease basis until April 30th 20\_\_ then on a month-to-month basis until **Lessee (Resident) shall terminate by giving Owner (30) days written notice prior to the end of the rental period** or Owner shall terminate a month-to-month tenancy by giving tenant (15) days written notice prior to the end of the rental period. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said Premises after the initial term of this Agreement, Lease shall become month-to-month tenancy until either Lessor or Lessee terminates tenancy by giving the other (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties. Lessee agrees to pay all rent up to and including the end of any (30) day notice period or until the apartment is re-occupied, whichever occurs first. This rental agreement may also be terminated at anytime upon (15) days written notice for failure to meet requirements of the Federal Tax Credit program as described below:

**If Checked** \_\_\_\_\_ This rental unit is part of a federal tax credit program. Resident must comply with all income verification and other requests for information and comply with all regulations of this program. If Resident does not meet all requirements of the Low Income Housing Tax Credit Program as administered by the Utah Housing Finance Agency, during the term of this lease, then Resident agrees to move out of said apartment upon (15) days written notice given by Owner and said lease shall be terminated.

2. **RENT:** Rent shall be \$(**See Page 1**) per month, payable in advance upon the 15th day of each calendar month to the Owner or an authorized agent, at the following address 912 West Industrial Road Cedar City, UT 84721. Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the first day of each month. Lessee hereby agrees to pay said rent in advance on or before the **first day of each month**. If rent is not received within Five (5) days after the due date, Resident agrees to pay a charge of \$ 30 and further agrees to pay \$ 10 per day for and every day thereafter beginning on the 7<sup>th</sup> day, until the entire amount owing is paid in full. Resident further agrees to pay \$ 40 for each check returned or dishonored by their bank as if no check had been tendered. Lessor and Lessee agree that these charges are presumed to be damages sustained because of Lessee's late payment of rent and not merely a penalty. Lessor and the Lessee agree further that it is impractical and/or extremely difficult to ascertain the actual damages sustained by Lessor as a result of Lessee's late payment of rent. Owner may require renter to make all future payments with a cashier's check or money order. NO CASH will be accepted for rental payments.
3. **LEASE INITIATION FEE:** 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. It is in addition to any application fee which may be charged.
4. **MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and all signatories, jointly and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement. Service of any notice or demands upon one Resident shall constitute notice to each other Resident in said Premises.

5. **UTILITIES:** Resident shall be responsible for the following utilities and services:  
[ ] Gas [ ] Electricity [ ] Cable [ ] Telephone [ ] Internet [ ] Other \_\_\_\_\_
6. **USE:** The Premises shall be used as a residence by the undersigned adult(s) and 0 children, and for no other purpose without the prior written consent of the Owner. Occupancy by guests staying over (7) days will be considered to be in violation of this provision unless prior written consent is given by Owner.
7. **PETS:** Resident may not keep, allow, or maintain a pet 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 \$ 20 per day, per violation. All costs of cleaning, de-fleaing, or other damage or loss suffered on the 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.
8. **HOUSE RULES:** If the Premises are a portion of the building containing more than one unit, Resident agrees to abide by all house rules which are attached and are hereby made a part of this agreement, including but not limited to rules with respect to noise, odors, disposal of refuse, pets, parking, pests, and use of common areas. Resident shall not have a waterbed on the Premises. Reasonable changes can be made in the House Rules with written notice to Resident.
9. **ORDINANCES AND STATUTES:** Owner and Resident shall comply with all laws, health codes, and regulations of all municipal, state and federal authorities.
10. **ASSIGNMENT AND SUBLETTING:** Resident shall not assign this agreement nor sublet any portion of the Premises without prior written consent of the Owner.
11. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Resident accepts the Premises as being in good order and repair unless otherwise indicated. Resident shall, at their own expense, maintain the Premises in a clean and sanitary manner, including all equipment, appliances, furniture and furnishings therein, and shall surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Resident shall be responsible for all repairs required for damages caused by their negligence and that of their family or guests. Resident shall not paint, affix antennas, satellite dishes, or otherwise re-decorate or make alternations to the Premises without the prior written consent of the Owner.
- Resident will not remove Owner's appliances, fixtures, furniture and/or furnishings from the apartment, for any purpose. When Resident moves in, Owner shall furnish light bulbs of prescribed wattage for apartment sockets; thereafter, light bulbs will be replaced at Resident's expense. Lessee shall not disable smoke detectors. It is the responsibility of the Lessee to periodically self test the smoke detector(s) to insure its proper operation. If the smoke detector is not operational, or Lessee is unable to self test the detector, notify the management office. **Resident must immediately inform Management in writing of any defect, malfunction or failure of the smoke detector(s).**
12. **ENTRY AND INSPECTION:** Resident shall permit Owner or Owner's agents to enter the Premises at reasonable times and upon reasonable notice for the purpose of inspecting the Premises or showing the same to prospective Residents or purchasers or for making necessary repairs. **24 hours will be considered reasonable notice.** In case of emergency, no notice needs to be given; however reason for emergency entry will be furnished to Resident in writing within three (3) days from the date of entry.
13. **POSSESSION:** If Owner is unable to deliver possession of the Premises as agreed, Owner shall not be liable for any damage caused. Resident shall not be liable for any rent until possession is delivered. Resident may terminate this agreement if possession is not delivered as agreed above.

14. **NON-REFUNDABLE RE-DECORATING FEE:** In addition to the rent and security deposit provided herein, Lessee agrees to pay a one time, non-refundable re-decoration fee as a charge for re-decorating the Premises after being vacated by the Lessee. **The fee in no way releases Lessee from the obligation of leaving the Premises in as good of a condition as when it was received by the Lessee.**
15. **ATTORNEY'S FEES:** If legal action is taken by either party to enforce this agreement, or to enforce any rights arising out of the breach of this agreement, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee and collection costs.
16. **WAIVER:** No failure of Lessor to enforce any part of this agreement shall be deemed as a waiver, or shall any acceptance of a partial payment of rent be deemed a waiver of the Lessor's right to full amount.
17. **NOTICES:** All notices shall be given in accordance with state laws. Where requirements are not spelled out by law, notice may be given by mailing the same, postage prepaid, to Resident at the Premises or to Owner at the address shown below or at such other places as may be designated.
18. **HOLD OVER:** Any holding over after the expiration of the lease term with the consent of the Owner, shall be construed as a month-to-month tenancy in accordance with the terms of this agreement.
19. **REIMBURSEMENT BY RESIDENT:** Resident agrees to reimburse Owner promptly for the replacement cost of any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by negligence or improper use by Resident, his agents, family or guests. Resident shall be responsible for damage from windows or doors left open. Such reimbursement is due when Owner makes demand. Owner's failure to demand damage reimbursements, late payment charges, returned check charges or other sums due by Resident, shall not be deemed a waiver and Owner may demand same at any time, including after move-out.
20. **OWNER SHALL NOT BE LIABLE:** Owner shall not be liable for any damages or losses to person or property caused by other Residents or other persons. Owner shall not be liable for personal injury, damage or loss of Resident's personal property (vehicles, furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, or other causes whatsoever, unless the same is due to the negligence of the Owner. **Owner strongly recommends that the Resident secure insurance to protect themselves against the above occurrences.** If any of the Owner's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not contemplated in this contract, the employee(s) shall be deemed the agent(s) of the Resident regardless of whether payment is arranged for such services and Resident agrees to hold Owner harmless from all liability in connection with such services.
21. **SMOKING:** Smoking may or may not be allowed on the Premises. Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78-38-1(3) (smoke and second hand smoke) and holds Owner harmless for any damages related to smoke. Resident acknowledges 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 the Owner which may prohibit smoking. This waiver shall apply to all occupants and minors. Second hand smoke is defined as a nuisance and may be 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 damage. Smoking is prohibited on the Premises unless otherwise stated in writing by Owner.
22. **BACKGROUND CHECKS:** Resident agrees that Owner may conduct background, criminal history, and credit checks at any time after the application, during the term of the agreement. Resident agrees to inform Owner of any changes in employment for so long as Resident has obligations owing to Owner.

23. **LEASE BUY-OUT:** In the event, Resident desires to terminate the lease prior to the end of the initial term or any extension thereon, Resident may do so by giving thirty (30) days written notice, paying all amounts due or which would fall due prior to move-out (including paying back to Owner any and all move-out discounts or lease concessions), and paying the Lease Buy-Out Amount above. **Such amounts are to be paid at the time of giving the notice.** Resident shall still be responsible for any damages and cleaning of the Premises. If no amount is stated or the amount is \$0, it shall be deemed to be the full amount due through the end of the initial term of this agreement. **The lease may only terminate on the last day of a month unless otherwise agreed to by Owner or due to default.**
24. **ILLEGAL ACTIVITY:** Resident may be evicted from the Premises without further notice or opportunity to cure for any illegal activity conducted by Resident, 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 non-disclosure of unresolved criminal acts shall also be a breach. Resident shall notify Owner with (5) days of committing any criminal act during the tenancy.
25. **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-Resident, bad health, problems with other tenants, or any other reasons, unless otherwise provided in this agreement or mandated by law. Upon vacation prior to the expiration of the term, this agreement shall remain enforced in full, with all monies and future rent (through the end of the initial term) immediately due and payable. In the event Resident files a bankruptcy during the tenancy, this agreement shall be deemed to be a tenancy at will with rent payable daily and calculated at the monthly rate divided by 30, all other obligations shall remain in effect.
26. **MOLD AND MILDEW:** 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, attorney's fees and court costs, that may be made 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 caused by actions or negligence of Resident or any guest or occupant living within the Premises. 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 or mildew. Resident shall indemnify Owner from any liability relating to mold or mildew resulting from damages to any person or property within Resident's Premises regardless of the source of the mold or mildew. Resident agrees to immediately notify Owner of the existence of any mold or mildew within the Premises.
27. **GOVERNMENT ACTION:** In the event the Premises are condemned or access is restricted as a result of any type of governmental action, Owner shall not be liable for any damages to Resident including alternate housing, damage to personal property, replacement of personal property and any other consequential damage. Such action may include any action by the governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. 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 is related to actions of Resident, its guests, or occupants. Resident is responsible for all fees and/or penalties assessed for zoning citations.
28. **DISABILITY:** It is the policy of Owner to reasonably accommodate all handicaps and disabilities as defined under state and federal laws. It is agreed that Resident shall notify Owner of any need related 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 in writing, 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.
29. **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 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 allowed 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 treble damages accessed pursuant to State law, even if one Resident vacates the Premises appropriately. No Resident shall be released from this agreement unless in writing. Liability under this agreement continues until all occupants and Residents vacate or a new lease is signed. In the event any Resident transfers to another Premise, any amounts due for rent or damages shall automatically transfer as rent to the new Premises and shall immediately be due. All obligations are to be performed in the County where the Premises is located. Owner's past delay or non-enforcement of rent payment due date or any other provision hereof shall not be a waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the prevailing party shall be entitled to recover costs of collection, attorney's fees and all other costs of litigation from the non-prevailing party. **All amounts past due and/or in any lawsuit judgment shall bear interest from the due date at the rate of (24%) per annum compounded daily.** 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, Owner shall be entitled to recover as against Resident any attorney fees 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.

30. **MISCELLANEOUS: Monthly rent is due on or before the fifteenth day of each month by 5:00 p.m.** 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., Resident agrees to pay a late charge as stated above. Any check returned shall accrue such additional charges as allowed by law which shall be in addition to the late fees. Owner may, without notice, require payments in money order or certified funds. 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 such funds paid electronically if done so within (5) days after Resident gives notice in writing of such payment. Resident shall notify Owner in writing when paying electronically. **Any dispute by Resident must be stated in a separate notice and not merely stated on the face or rear of a negotiable instrument.** 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, attorney fees, damages, month-to-month fees, 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, service fees, month-to-month fees, court costs, attorney fees, any and all other amounts due and lastly to rent. The above rental rate is for unfurnished Premises. Resident's right to possession and all the Owner's obligations are expressly contingent on prompt payment of rent, and 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 the Owner shall be applied first to non-rental obligations of Resident, then to the oldest rental amounts due, regardless of notation on checks. After the term above, at least (30) days prior written notice is required for any rent increase or changes in any other fees. 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, addendums, notices, and pleading which relate to this tenancy, including the ability to accept service of process and give notice to Owner.
31. **EARLY VACATE:** If Resident does not fulfill the entire term above (even if 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, and Resident's security deposit will not be refunded. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction due to non-payment of rent or nuisance shall not relieve the Resident from obligations for future rent until such time as the Premises have been re-rented. Eviction notices shall be deemed to be effective for purposes of possession rights to the Premises and shall not release the Resident from future rent obligations.

32. **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 ten percent (10%), Owner may increase Resident's monthly rental amount in a pro-rate amount as stated herein or as otherwise assessed by such entity. Business license fees may be directly passed on to Residents in an amount greater than Owner is assessed.
33. **UTILITIES:** Utilities shall be used for ordinary household purposes only. Resident will provide and pay for all utilities except for those listed above in Paragraph #5, 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 their name immediately. If Resident fails to establish the utilities, Owner may at its option terminate this agreement or bill Resident a handling fee of \$ 40 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 Residents a monthly administrative fee for such utility billing.
34. **ABANDONMENT:** Abandonment shall have occurred if, (1) without notifying the Owner, Resident is absent from the Premises for (15) days while rent is due and the Resident's possessions remain in the apartment, (2) without notifying the Owner, Resident is absent for (1) day while rent is due and Resident's possessions have been removed from the apartment. If Resident abandons the apartment, Owner may retake the apartment and attempt to rent it at fair market value. Resident shall be liable for the entire rent due for the remainder of the term, or the cost of re-renting the apartment, including rent lost, the cost of restoring the apartment to the condition at the time it was rented and reasonable fees for re-renting the apartment. If Resident has left personal property in the apartment, Owner may remove and store it and attempt to give Resident notice of this action. Resident may obtain property by paying moving and storage costs. If Resident fails to claim property within (30) days of notice, Owner may make a reasonable effort to sell the property at its fair market value and apply the proceeds toward any amount the Resident may owe. Any money remaining after such action shall be disposed of in accordance with UCA-78-44-11.
35. **SECURITY:** Lessor does not provide any law enforcement or private protection services for Residents. **In case of a disturbance or emergency, you should request assistance from the appropriate local authority (police department, fire department, paramedics, etc.)** We request you also notify the Community Manager of the property in which you reside that such a disturbance or emergency has occurred.
36. **MILITARY TRANSFER:** In the event Resident is or becomes a member of the Armed Forces on extended active duty and receives a change of station orders to permanently depart the local area or is relieved from such active duty, then Resident may terminate this agreement by giving (30) days written notice provided Resident is not otherwise in default. In such event, Resident agrees to furnish Owner with a certified copy of their official orders which warrant termination of this agreement. Military permission for base housing does not constitute a permanent change of station order.

37. **REPAIRS AND MALFUNCTIONS:** Resident agrees to request all repairs and services in writing to **Manager**, except in extreme emergency when telephone calls will be accepted. In case of malfunction of equipment or utilities, or damage by fire, water, or other cause, Resident shall notify Manager immediately, and Owner shall act with due diligence in making and **rent shall not be abated during such period**. If the damaged Premises are unfit for occupancy, Owner shall, within reasonable time in writing, inform Resident whether they intend to terminate the contract or repair said Premises. If Owner elects to repair the Premises, said repairs shall be undertaken with due diligence. If Owner elects to terminate, rent will be prorated and the balance refunded along with the deposit(s) less lawful deductions.
38. **DEFAULT BY OWNER:** Owner agrees to: (a) keep all areas of the apartment complex in a reasonable clean condition; (b) property maintain water, heating, plumbing, electrical service and/or air conditioning equipment, if provided; (c) abide by applicable state and local laws regarding repairs; (d) make reasonable repairs, subject to Resident's obligation to pay for damage caused by Resident, their family, or guests.
39. **DEFAULT BY RESIDENT:** If Resident fails to pay rent or other lawful charges when due, or reimburse Owner for damages, repairs or plumbing service costs when due. If Resident or Resident's family, guest or other occupants violate this contract or Owner's rules and regulations, or applicable state and local laws, or use abusive or offensive language against any agent, employee, representative of Owner, or other Resident, the Owner may terminate Resident's right to occupancy by giving Resident notice.
40. **LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Owners must disclose the presence of known lead-based paints and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

**Owner Disclosure** (initial where applicable if the Premises were built before 1978) -

- \_\_\_\_\_ Owner has no knowledge of lead-based paint or lead-based hazards on the Premises.
- \_\_\_\_\_ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards on the Premises.
- \_\_\_\_\_ Owner has knowledge of lead-based paint and/or lead-based paint hazards present in the Premises and hereby attaches all available records and reports pertaining to the same.
- \_\_\_\_\_ Resident has received copies of all records and reports attached hereto.
- \_\_\_\_\_ Resident agrees to promptly inform Owner in writing of any deteriorated and/or peeling paint in Premises.

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42. **TIME:** Time is of the essence for this agreement.
43. **INVENTORY:** The following furnishings are inventory as part of this agreement: [ ] Range  
[ ] Refrigerator [ ] Blinds [ ] Carpeting [ ] Dishwasher [ ] Disposal [ ] Washer [ ] Dryer  
[ ] Microwave [ ] Other: \_\_\_\_\_



44. ADDITIONAL TERMS AND CONDITIONS: \$ 0 after hours lock-out fee. Any damage to interior or exterior sprinkling system due to negligence will result in the financial responsibility of the Resident.

**THE UNDERSIGNED OWNER (LESSOR) ACCEPTS THIS AGREEMENT:**

Lessor: Mountain Vista Properties  
Address: 912 West Industrial Way  
  
Telephone: 435-590-1500  
Agent: Ryan Carter  
Date Signed:

**THE UNDERSIGNED LESSEE ACKNOWLEDGES RECEIPT OF A COPY THEREOF AND ACCEPTS THIS AGREEMENT:**

Lessee:   
Social Security #:   
Phone #:   
Parents Name:   
Parents Address:   
Parents Phone: