

# UTAH RESIDENTIAL LEASE AGREEMENT

LANDLORD(S) \_\_\_\_\_

TENANT(S) \_\_\_\_\_

PROPERTY \_\_\_\_\_

Street Address City State Zip

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named landlord(s) (hereinafter "Landlord") and tenant(s) (hereinafter "Tenant") hereby enter into this Lease Agreement (hereinafter "Agreement"). Based upon the following terms and conditions and not upon any other agreement between the Parties, Landlord agrees to rent to Tenant and Tenant agrees to rent from Landlord, for residential use only, the above referenced property (hereinafter "Property").

Landlord has authorized \_\_\_\_\_ to act as Landlord's Representative in order to collect rent and manage the Property. Any authority granted to Landlord in this Agreement shall also be granted to Landlord's Representative.

## 1. RENT, LATE FEES AND ADDITIONAL CHARGES

1.1 If Tenant moves in other than the first day of the month, Tenant agrees to pay pro-rated rent in the amount of \$\_\_\_\_\_ days at \$\_\_\_\_\_ per day) for the month of \_\_\_\_\_, 20\_\_\_\_\_.

1.2 Rent is due in advance on or before the \_\_\_\_ day of every month by 5:00 p.m. in the amount of \$\_\_\_\_\_, beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Tenant's obligation to pay rent is separate and distinct from every other obligation of Tenant or Landlord in this Agreement.

## 1.3 RENT WHICH IS MORE THAN FIVE (5) DAYS LATE IS DELINQUENT AND SUBJECT TO A FEE OF (1) \$50.00; OR (2) TEN PERCENT (10%) OF THE TOTAL MONTHLY RENT, WHICHEVER IS GREATER.

If rent is paid after the fifth of any month, Tenant agrees to pay an additional \$10.00 per day late fee beginning the sixth of the month. This late fee shall continue to accrue each day until all amounts due under this Agreement, including but not limited to rent and late fees, are paid in full. Late fees shall be considered a liquidated damage to cover Landlord's time, effort, and fees Landlord may incur addressing Tenant's late payments.

1.4 If Tenant fails to pay rent when due or breaches any part of this Agreement, Landlord may serve Tenant notice related to the breach and Tenant agrees to pay any attorney fees and also the greater of: (1) a \$50.00 service fee for each notice served; or (2) the actual costs of service.

1.5 If Tenant owes any other amounts under this Agreement (including, but not limited to, rent, late fees, utilities, fines, penalties, cleaning and/or damage charges, etc.), such amounts shall be immediately due and payable upon written notice to Tenant. If not paid within five (5) calendar days, late fees of \$10.00 per day shall accrue beginning six (6) calendar days after written notice and shall continue until all amounts owed by Tenant are paid in full.

1.6 Landlord reserves the right to issue an eviction notice for any unpaid amount (for rent or any other amount owed by Tenant) which is one (1) or more days past due.

1.7 Any judgment entered against Tenant shall accrue interest at eighteen percent (18%) per annum compounded daily until paid in full.

1.8 Tenant is not permitted to pay rent or any other payments in cash unless Tenant receives a written receipt signed by Landlord or Landlord's Representative.

1.9 Tenant agrees to pay a \$\_\_\_\_\_ charge for any returned check. If Tenant has two (2) checks returned, Tenant must provide all future payments in cash or certified funds in the form of a cashier's check or money order.

1.10 Any payments shall be applied first to all non-rent charges owed under this Agreement and last to any unpaid rent.

1.11 Rent will be paid to the following who shall be authorized to manage the Property:

Name Address Phone

## 2. SECURITY DEPOSIT

2.1 No later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Tenant agrees to pay a security deposit to Landlord in the amount of \$\_\_\_\_\_ which shall be paid to the order of \_\_\_\_\_.

2.2 Tenant agrees the deposit will be forfeited to Landlord if possession of the Property is not taken by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

2.3 Tenant shall not have the right to apply any portion of the security deposit in payment of rent or any other amount owing to Landlord.

- 2.4 This deposit shall be security for the faithful performance of the duties and obligations stated in this Agreement. In the event any charges exceed the agreed amount of security deposit, Tenant agrees to immediately pay such amount due upon written notice being provided to Tenant. If not paid within five (5) calendar days, late fees of \$10.00 per day shall accrue beginning six (6) calendar days after written notice and shall continue until all amounts owed by Tenant are paid in full.
- 2.5 If Tenant breaches any obligation under this Agreement Landlord has the right to retain the Security Deposit as liquidated damages.
- 2.6 Any amount due or owing by Tenant to Landlord may be deducted from the deposit only with Landlord's written consent, which consent may be withheld in Landlord's sole discretion. If Landlord determines all or a portion of the security deposit is to be used to repair damage during the term of this Agreement, Tenant will immediately replenish that portion used upon written notice being provided to Tenant. If not paid within five (5) calendar days, late fees of \$10.00 per day shall accrue beginning six (6) calendar days after written notice and shall continue until all amounts owed by Tenant are paid in full.
- 2.7 Landlord can commingle the deposit with other funds. Unless otherwise required by Utah State law, any interest earned on the deposit shall belong to whomever is holding the deposit (either Landlord or Landlord's Representative).
- 2.8 Tenant understands \$\_\_\_\_\_ of the deposit is **NON-REFUNDABLE**. Balance of the deposit (if any) is to be refunded within thirty (30) days after the last day of occupancy or within fifteen (15) days after Tenant provides a forwarding address (whichever is later). If Tenant fails to provide written notice of Tenant's forwarding address within forty-five (45) days of vacating, Tenant forfeits any remaining Security Deposit to Landlord. A refund of the deposit is based upon, but not limited to, the following:
- 2.8.1 the terms and conditions of this Agreement are fully performed and satisfied, including the requirement that all Tenants and occupants have vacated the Property and possession is returned to Landlord;
- 2.8.2 all keys are returned to Landlord;
- 2.8.3 all rent, late fees, utility charges and all other Tenant charges are paid in full and Tenant providing Landlord or Landlord's Representative with receipts or proof of payment of all final utility charges;
- 2.8.4 there are no damages to the Property or furnishings beyond ordinary wear and tear. Tenant acknowledges a financial responsibility for repairs or damage beyond normal wear and tear. This responsibility includes, but is not limited to, damages caused by the actions of Tenant, Tenant's family, relatives, invitees, intruders or guests. Burns, stains, holes, tears, or damage of any size or kind in any flooring, carpeting, blinds, draperies or walls, among other items are considered damages and are not ordinary wear and tear.
- 2.8.5 the Property (including but not limited to the dwelling's interior and exterior, all appliances, walls, fixtures, yard, carport, garage, etc.) is thoroughly cleaned and all of Tenant's personal property and debris are removed from the Property.
- 2.9 If Tenant breaches any portion of this Agreement, including Tenant vacating prior to the completion of this Agreement or by failing to provide a thirty (30) day written notice to vacate, Tenant understands the security deposit will be retained by Landlord as liquidated damages and any rent, late fees, past due utility and/or service bills or any other amounts still owing to Landlord shall be immediately due and payable. If not paid within five (5) calendar days of notice from Landlord, late fees of \$10.00 per day shall begin six (6) calendar days after notice and shall continue to accrue until all amounts owed by Tenant are paid in full.
3. **TERM** This Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall continue as follows (only one option should be initialed or marked – if neither option is initialed or marked or both options are initialed or marked this Agreement shall default to a month-to-month agreement):
- \_\_\_ Through the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. After this time this Agreement will continue on a month-to-month basis and may be terminated after service of a thirty (30) day written notice by either party.
- \_\_\_ On a month-to-month basis and may be terminated by either party after service upon the other of a thirty (30) day written notice.
- 3.1 **This lease may only terminate on the last day of a month.** Rent is paid on a MONTHLY basis. Upon completion of the term of this Agreement, no rent will be prorated or refunded and Tenant agrees to give a thirty (30) day WRITTEN notice prior to vacating. If Tenant gives less than a thirty (30) day written notice or if Tenant gives notice Tenant will be leaving in the middle of the next month, the rent for the entire next month is due.
- 3.2 If at any time this agreement becomes month-to-month, Landlord reserves the right to adjust Tenant's rent upon thirty (30) day written notice to Tenant.
- 3.3 Early Vacate. If Tenant does not fully perform the entire term required by this Agreement, Tenant agrees to pay Landlord **the greater of**: (1) an early termination fee in the amount of three (3) months of rent; or (2) the actual costs and damages incurred by Landlord (which includes but shall not be limited to property management fees, attorney fees, collection agency fees, re-renting costs, background checks and credit reports for potential future tenants, advertising, and/or any other costs related to re-renting the Property).

4. **USE** Tenant agrees occupancy shall be limited to \_\_\_\_\_ adult(s) and \_\_\_\_\_ child(ren). Tenant shall use the Property strictly as a residence and for no other purpose, without first receiving Landlord's written consent which consent may be withheld in Landlord's sole discretion.
  - 4.1 Tenant agrees no person shall stay over seven (7) days in any thirty (30) day period without the express written consent of Landlord which consent may be withheld in Landlord's sole discretion. Tenant hereby agrees to pay an occupancy fee of \$\_\_\_\_\_ per day for each person staying more than seven (7) days in any thirty (30) day period, beginning the day any person first occupied the Property.
  - 4.2 Tenant shall not keep or have on the Property any liquid furniture, anything illegal or any article or thing of a dangerous, flammable or explosive nature that might cause damage or unreasonably increase or add to the danger of fire on the Property or that may be considered hazardous by Landlord or Landlord's insurance company.
  - 4.3 Tenant 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 Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a three day notice to vacate.
5. **POSSESSION** Landlord agrees to make all reasonable efforts to deliver possession of the Property to Tenant beginning **approximately** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Tenant agrees to release and hold Landlord harmless for any damages incurred if the Property is not available by this date. Unless otherwise agreed, Tenant shall not be liable for any rent until possession is delivered, which shall occur when the Property is available for Tenant to occupy. Tenant may terminate this Agreement if possession is not delivered within ten (10) days of the date stated in this section.
6. **RIGHT OF ENTRY FOR INSPECTION** Landlord may enter the Property with or without Tenant present (1) with prior consent of Tenant; (2) by giving Tenant reasonable notice of Landlord's intent to inspect the Property – twenty-four (24) hours shall be considered reasonable notice; or (3) by any right of entry for inspection specifically outlined herein.
  - 6.1 Any request from Tenant for maintenance or repairs shall be deemed authorization for Landlord to enter the Property without requiring further notice to or permission from Tenant unless specifically restricted in writing.
  - 6.2 Landlord may secure the Property at any time Landlord deems, in Landlord's sole discretion, that the security of the Property may have been compromised, including but not limited to death, incarceration or hospitalization of Tenant, usage of the Property by non-residents and the protection of Landlord's Property.
  - 6.3 Unless Tenant consents otherwise, Landlord or any third party requested by Landlord may enter the Property during reasonable hours for the purpose of inspecting the Property, making necessary or agreed repairs, decoration, alterations or improvements, supplying necessary or agreed services, or exhibiting the dwelling to prospective or actual purchasers, tenants, appraisers, insurance agents, workmen, contractors, or other Landlord representatives.
  - 6.4 Landlord or his representative may enter the Property at any given time without the consent of or notice to Tenant (1) in order to determine the condition or occupancy of the Property; (2) in the event Tenant is in default; and (3) in an emergency constituting danger to life, health or the Property (which includes any illegal activity, inspections/testing for illegal or harmful drugs or other substances which may cause harm to the Property, other tenants and/or neighbors).
  - 6.5 Unless Landlord's express written consent is first obtained and Tenant first pays for such services, Tenant agrees not to order, request or allow any inspection or testing be done on or near the Property. Any order or request for inspections or tests and/or test results obtained in any inspection or test shall become the sole property of the Landlord and will not be disclosed unless required by law.
  - 6.6 The rights of entry for inspection(s) stated herein shall apply to Landlord (or other third parties at Landlord's request) in the event Landlord, in Landlord's sole discretion, believes that giving notice may impair the Landlord's ability to collect evidence concerning grounds for eviction or other criminal activities.
7. **ASSIGNMENT, SALE AND SUBLETTING** Tenant shall not assign this Agreement or sublet any portion of the Property without first receiving the prior written consent from Landlord which consent may be withheld in Landlord's sole discretion. Landlord may freely assign this agreement. Tenant understands the Property may be listed For Sale and Tenant agrees to cooperate with and allow the Landlord to market the Property. If the Property is offered For Sale, Tenant agrees to: (1) allow the Landlord and/or Real Estate Agent(s) to show the Property upon reasonable notice – twenty-four (24) hours shall be considered reasonable notice; (2) upon the sale, transfer or assignment of the Property or this Agreement, Landlord shall transfer any security deposit being held to the new Owner/Landlord, transferee or assignee; and (3) Tenant agrees to be a tenant of the new Owner/Landlord, transferee or assignee based on the terms and conditions of this Agreement. Following such sale, transfer or assignment, Tenant agrees to release Landlord from all liability pertaining to this Agreement and from returning any security deposit to Tenant.
8. **ORDINANCES AND STATUTES** Tenant shall not use the Property for any business, commercial, unlawful or immoral purpose. Tenant shall comply with all statutes, ordinances and requirements of all municipal, city, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the use of the Property. Tenant 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 Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a three day notice to vacate.

9. **UTILITIES** Unless otherwise agreed to in writing, Landlord shall not be responsible for any utilities on the Property. Tenant shall be solely responsible for and pay when due all charges (which may include a deposit with the utility providers) for water, gas, heat, light, power, sewer, garbage and telephone services used by or supplied to Tenant or to the Property during the term of this Agreement. Tenant agrees to maintain utility services, including gas and electrical service, in order to protect the Property from damage. Utilities shall be used for ordinary household purposes only.
- 9.1 Some utilities may have been left on for Tenant's convenience. Landlord will instruct the utility companies to turn off the utilities anytime after Tenant is granted occupancy. To insure continuation of service and to avoid Tenant having to pay a re-connect fee and/or pay damages resulting from the utilities being terminated, Tenant agrees to contact all utility services and transfer those services into Tenant's name **prior to receiving keys and Tenant being granted occupancy of the Property**. If utilities are not transferred into Tenant's name within twenty-four (24) hours of occupancy, Tenant agrees to pay Landlord, a \$\_\_\_\_\_ utility transfer fee **for each utility not transferred** and a \$\_\_\_\_\_ per day fee plus the actual costs of any utility charges incurred by Landlord until utilities are transferred into Tenant's name.
- 9.2 Tenant shall not install any internal or external wires, devices or satellite dishes without first receiving the Landlord's written consent which consent may be withheld in Landlord's sole discretion.
- 9.3 Utility services are subject to interruption due to accident or for the purpose of maintenance, improvements, repairs and/or in emergencies. Landlord is not liable for any interruption or temporary termination of any utility services.
10. **MAINTENANCE, REPAIRS OR ALTERATION**
- 10.1 Tenant shall at all times and at Tenant's expense maintain the Property in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same after cleaning the Property (walls, windows, light fixtures, blinds, 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 and/or carbon monoxide detectors if present in the Property. All batteries and light bulbs shall remain in the Property when Tenant vacates.
- 10.2 Tenant agrees to promptly report any damage to or defect in the Property to Landlord. If it is determined any repairs or work is required due to Tenant's actions or negligence, Tenant agrees to pay the costs, both labor and materials, associated with the repairs or work done. The cost of any purchase made, repair, or services ordered by Tenant which were not authorized in writing by Landlord will be Tenant's sole responsibility. Tenant shall not hire or allow any third party to perform work on the Property without Landlord's prior written approval. Tenant may not reduce any rent payments, or any amount owed to Landlord, to cover costs of any work ordered or materials purchased by Tenant without Landlord's prior written approval which Landlord may withhold in Landlord's sole discretion. Tenant agrees to immediately reimburse Landlord for all damages and/or costs upon written notice to Tenant. If not paid within five (5) calendar days, late fees of \$10.00 per day shall accrue beginning six (6) calendar days after written notice and shall continue until all amounts owed by Tenant are paid in full.
- 10.3 Other than vacuuming, Tenant **SHALL NOT** clean any carpeting in the Property without Landlord's prior written consent which consent may be withheld in Landlord's sole discretion. Carpet cleaning is to be done by a professional cleaning company approved in writing by Landlord. Rented carpet cleaning machines or similar cleaning equipment **SHALL NOT** be used to clean carpeting without Landlord's written consent which consent may be withheld in Landlord's sole discretion. Tenant agrees to be responsible for any additional cleaning charges necessary to remove soap and residue left by the use of any cleaning equipment.
- 10.4 Tenant shall not paint, wallpaper or otherwise redecorate or make alterations or repairs to the Property (permanent or temporary) without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Unless Landlord provides prior written consent, Tenant **SHALL NOT** repair, attempt to repair or paint anything in the Property including, but not limited to, any holes, nail holes, scratches, etc. in any of the painted surfaces of the dwelling. If Tenant violates this provision of this Agreement, Tenant agrees to:
- 10.4.1 immediately pay Landlord a fine of \$300.00;
- 10.4.2 forfeit Tenant's entire security deposit to Landlord; and
- 10.4.3 pay for the costs, both labor and materials, to paint and/or repair the entire room/area where painting and/or repairs were attempted.
- 10.5 If the Property has a yard or garden not in a common area, Tenant shall irrigate and maintain any surrounding grounds, including sprinkling system, landscaping, lawns and shrubbery and keep the same clear of rubbish and weeds. Tenant agrees to be responsible for snow and ice removal at the Property (including driveways and sidewalks). In the event Tenant fails to perform the duties and obligations stated herein, Tenant shall reimburse Landlord for costs incurred in such maintenance.
- 10.6 Tenant agrees that locks and latches are acceptable. Tenant shall not use Tenant's own locks or any other device on the Property which prevents Landlord's entry. However, Tenant may request that the Landlord re-key the locks so long as (1) Tenant first receives Landlord's written permission; (2) Tenant pre-pays for the actual costs of doing so; and (3) Tenant immediately provides Landlord with all keys to the Property.

10.7 If Tenant is locked out of the Property and requires Landlord's assistance to regain entry, Tenant agrees to pay Landlord the greater of: (1) a \$10.00 fine; or (2) the actual costs of a locksmith.

10.8 Landlord may refuse to correct or remedy any condition caused by the Tenant or Tenant's family, guests, intruders or invitees by inappropriate use or misuse of the Property.

11. **ON-SITE PARKING** Tenant is prohibited from parking or storing any vehicle, machine or equipment which leaks oil or any substance or is not operable, including but not limited to utility vehicles, trailers, horse trailers, or unlicensed/uninspected vehicles. Landlord shall be permitted to tow and store, at Tenant's expense, any such vehicles. Tenant shall not repair any vehicle (including changing oil) on the Property. Tenant shall be limited to parking no more than \_\_\_\_\_ passenger vehicles (including any vehicles belonging to Tenant's guests) on the Property. Tenant shall not park on or drive any vehicle, moving truck or trailer in any non-paved area (including sidewalks, curbing, yard or lawn) for any reason and for any period of time, no matter how short, including but not limited to loading or unloading while moving into or out of the Property. Violation of this Section shall require Tenant to pay **the greater of** (1) a fine of \$\_\_\_\_\_ per violation; or (2) the actual damages caused by Tenant.
12. **AS-IS CONDITION** Tenant has inspected the Property and accepts the Property's present condition. Tenant agrees to take possession of, occupy and use the Property in its "AS-IS" condition. No fix-up money or allowances of any kind whatsoever will be provided to Tenant and Tenant agrees none have been promised to Tenant by Landlord or any employee or representative of Landlord. Tenant will provide Landlord with a signed property checklist within seven (7) days of taking possession of the Property. The property checklist will indicate Tenant's observations as to the condition of the Property. Tenant's failure to provide a property checklist is an acknowledgment the Property is in good repair and acceptable to Tenant. No representations as to the condition or repair of the Property have been made by Landlord or Landlord's Representative, prior to or at the execution of this Agreement, that are not herein expressed.
13. **INSURANCE AND LIABILITY** Tenant shall obtain and pay for any insurance coverage Tenant deems necessary to protect Tenant and Tenant's property, including all personal property, as to which the risk of loss shall be borne by Tenant. Landlord shall insure the structure and pay for any insurance Landlord deems necessary to protect Landlord's interest in the Property. Tenant shall be responsible to Landlord for all costs of repair for damages as stated herein regardless of Landlord's insurance. Unless caused by Landlord's gross negligence, Landlord (nor Landlord's Representatives, agents, officers, directors, employees, affiliates, representatives and contractors) shall not be responsible for losses to Tenant's person or personal property which may be caused by theft, burglary, assault, vandalism, fire/explosion, carbon monoxide, smoke, rain, hail, snow, ice, water or moisture overflow/leakage (including the growth or proliferation of mold, mildew or any microscopic organisms), structural defects, toxins or contaminants from other tenants, acts of God, or any other crimes or causes. Tenant hereby acknowledges Landlord bears no liability for such occurrences, including any other loss or personal injury, unless caused by the gross negligence of Landlord. Tenant's omission to obtain and maintain insurance shall constitute a complete waiver of any right Tenant may have to seek damages against Landlord or Landlord's Representative for injury or losses to Tenant, Tenant's family, invitees, guests or Tenant's personal property.
14. **INDEMNIFICATION** Tenant shall indemnify, defend and hold Landlord and Landlord's Representative harmless from and against all expense, liability and claim for any damage or loss to Tenant's property or injury to Tenant or any other person occurring on the Property. Tenant agrees to hold Landlord and Landlord's Representative harmless for any claims from damages no matter how caused, including services or requests made by Tenant not expressly addressed by this Agreement.
15. **PEACEFUL ENJOYMENT** Tenant acknowledges there may be neighbors and/or others adjacent to or sharing the same building. Tenant shall not disturb, harass or interfere with the peaceful enjoyment of the Property by Landlord, other tenants, guests and/or neighbors, including but not limited to Landlord receiving complaints of noise, parties, or any disturbance of the other tenants and/or neighbors. Tenant 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 Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a three day notice to vacate.
16. **DEFAULT** Any failure by Tenant to pay rent when due, or perform any term herein, shall be a default of this Agreement and shall, at the option of Landlord, terminate all rights of Tenant hereunder. In the event of Tenant's default, Landlord may elect to:
- 16.1 Pursue an unlawful detainer action as outlined in Utah Code Ann. § 78B-6-801 et. seq., and/or
- 16.2 Continue the Agreement and enforce all Landlord's rights and remedies hereunder, including the right to receive the rent and other charges as they become due, and/or
- 16.3 At any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages Landlord may incur by reason of Tenant's breach of this Agreement, including the cost of recovering the Property.

17. **ABANDONMENT**

17.1 Abandonment shall have occurred and this contract may be considered terminated at the option of Landlord if any one of the following occur:

17.1.1 Tenant has not notified Landlord that Tenant will be absent from the Property, Tenant fails to pay rent within fifteen (15) days after the due date, and there is no reasonable evidence other than the presence of Tenant's personal property that Tenant is occupying the Property; or

17.1.2 Tenant has not notified Landlord that Tenant will be absent from the Property, and Tenant fails to pay rent when due and Tenant's personal property has been removed from the Property and there is no reasonable evidence Tenant is occupying the Property; or

17.1.3 If for any reason any Tenant utility (power, sewer, water, garbage and/or gas, etc.) is terminated by any utility company and said utility remains off for over forty-eight (48) hours or immediately during winter months where freezing temperatures may damage the Property.

17.2 If, in Landlord's sole discretion, the Property is considered abandoned:

17.2.1 Landlord shall have the right to immediately enter the Property, re-key the door locks, remove and store Tenant's personal property (at Tenant's expense); and/or

17.2.2 At Landlord's option, any personal property left in the Property shall immediately become the property of Landlord. Landlord shall be permitted to dispose of the property as Landlord sees fit and in Landlord's sole discretion; and/or

17.2.3 Landlord may retake and attempt to rent the Property at fair market value. Tenant shall be liable for the entire rent due for the remainder of the term of this Agreement, including any loss of rent, the cost of restoring the Property to its condition at the time it was rented, any outstanding utility bills and reasonable fees for re-renting the Property.

18. **SMOKING** Unless otherwise agreed to in writing by Landlord, smoking is strictly prohibited in any form by **any person** (Tenant or Tenant's family, relatives, invitees, intruders, guests, etc.) in the dwelling or on the Property. Tenant acknowledges that smoke damages the Property by getting in the carpeting and paint and also disturbs the other tenants and/or neighbors. Tenant 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 Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a three day notice to vacate. Violation of this condition shall provide Landlord with ALL of the following remedies:

18.1 Tenant agrees to immediately, within twenty-four (24) hours of each violation, pay Landlord a fine of (1) \$\_\_\_\_\_ per violation; and (2) an additional \$\_\_\_\_\_ per day until Tenant vacates the Property; **and**

18.2 Tenant will be charged with and hereby accepts responsibility for all costs, both labor and materials, due to smoking on the Property, including but not limited to, the painting of ALL walls and ceilings, the replacement of ALL flooring including ALL carpeting and pad **in the entire dwelling** and the replacement of ALL burned items, including but not limited to, all floor coverings, fixtures, counter tops, etc.

19. **PETS** Unless specifically agreed to in writing by Landlord, no pets or animals (including assistance or service animals) shall be brought on the Property (no matter the purpose or type and no matter how short the period of time). Tenant assumes all liability and agrees to be responsible for all damages and/or injuries relating to any pets, animals or assistance/service animals on the Property. Tenant 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 Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a three day notice to vacate. Upon Tenant's violation of this provision of this Agreement, Tenant agrees:

19.1 To immediately, within twenty-four (24) hours of each violation, pay Landlord a fine of (1) \$\_\_\_\_\_ per pet; and (2) an additional \$\_\_\_\_\_ per day until Tenant vacates the Property; **and**

19.2 To be responsible for the cost, both labor and materials, of cleaning or repairing any damages caused by Tenant, which shall include replacing ALL carpeting and pad in the Property.

20. **INFESTATION** Tenant affirmatively states that no personal property or other items which Tenant has or will bring onto the Property have been exposed to or infested with pests (including but is not limited to mice, bed bugs, cockroaches, moths, etc.). Tenant agrees to immediately (within twenty-four (24) hours of first observation) report any such pests to Landlord. Whether intentional, unintentional, accidental, or through negligence, Tenant assumes all responsibility to prepay for any and all costs related to extermination, removal, cleanup and control of any pests brought to the Property by Tenant or Tenant's family, invitees, occupants or guests, in Tenant's unit, in any adjoining units or adjoining buildings. Upon written request of Landlord, Tenant agrees to immediately prepay for any such costs or expenses prior to Landlord ordering any services. Tenant shall indemnify, defend and hold Landlord and Landlord's Representative harmless from and against all expense, liability and claim for any damage or loss to Tenant's property or injury to Tenant or any other person relating to pests or their extermination, cleanup or control at the Property regardless of their source.

21. **CRIMINAL ACTS AND DRUG USE** It is a breach of this Agreement if Tenant, Tenant's family, relatives, invitees, intruders, occupants or guests use or possess any illegal or illicit drugs or drug paraphernalia or commit any criminal act on the Property. It is a breach of this Agreement if Tenant uses or possesses any illegal or illicit drugs or drug paraphernalia or commits any criminal act **on or off** the Property. Tenant warrants that Tenant and/or any occupant of the Property are currently not, and will not at any time in the future, be registered or listed on any sex offender registry or list for any state or country. Proof of any criminal act or violation of this Section does not require an arrest or conviction but shall be by a preponderance of the evidence. Tenant acknowledges a breach of this section (including if Tenant or any occupant is registered or listed on any sex offender registry or list for any state or country) constitutes a breach of this Agreement which cannot be brought into compliance as well as a nuisance pursuant to Utah law allowing (but not requiring) Landlord to commence unlawful detainer or eviction proceedings by providing Tenant with a three day notice to vacate. Tenant will be charged with and hereby accepts responsibility for all damages, both labor and materials, which result from the violation of this section.
22. **RESTRICTED OR ELIMINATED ACCESS** If any governmental or regulatory action, including but not limited to, eminent domain, condemnation or if access to the Property is restricted or eliminated due to any government and/or regulatory action, Landlord shall not be liable for any damages to Tenant including housing authority or alternate housing, damage to or replacement of personal property and any other consequential damage. Such actions may include but are not limited to actions by any entity, governmental or regulatory agency, city, county or state zoning departments, governments, fire departments, law enforcement, county or state health departments. If any such actions occur, Tenant's obligations to pay rent shall cease effective the date Property access is eliminated unless the Tenant is responsible for the eliminated or restricted access due to Tenant's actions or the actions of Tenant's family, invitees, intruders, occupants or guests. If this agreement is terminated as stated in this section, Tenant, at Tenant's expense, shall immediately remove all Tenant belongings and personal property. Any personal property not removed within ten (10) days may, at the sole option of the Landlord, be deemed abandoned and title to any personal property shall transfer to Landlord.
23. **SEVERABILITY** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
24. **WAIVER** The failure of Landlord to enforce any term hereof **SHALL NOT** be deemed a waiver of future enforcement of any provision of this Agreement, nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof. Acceptance of a partial payment following an eviction notice shall not require the issuance of a new eviction notice, nor does acceptance of a partial payment waive Landlord's rights to pursue an unlawful detainer claim as if no payments have been made in order to recover possession of the Property.
25. **REMEDIES** Any remedy available to Landlord as stated in this Agreement is not exclusive and Landlord is not restricted solely to the remedies stated herein. Landlord has the right to pursue any other remedy available pursuant to applicable law.
26. **ATTORNEY'S FEES AND COLLECTION COSTS** If defaults in the performance of any obligation of this Agreement, Tenant and any co-signer agree to pay all court costs, attorney's fees and all collection agency commissions and costs incurred in collecting or attempting to collect on this account, whether or not suit is filed. Tenant acknowledges such fees or commissions might be as much as fifty percent (50%) or more of the principal balance owing.
27. **FORUM SELECTION** Landlord and Tenant agree if any dispute is submitted to a court for resolution, the laws of the State of Utah shall apply and such legal proceeding shall take place in the county in which the Property is located.
28. **SUCCESSORS AND ASSIGNS** This Agreement and every provision hereof shall bind, apply to and run in favor of Landlord, any successors and assigns, and of Tenant and the heirs and personal representatives of Tenant.
29. **LIQUIDATED DAMAGES** In the event Tenant fails to perform any of Tenant's obligations under this Agreement, this Agreement may, at the option of Landlord, be deemed terminated and all payments received by Landlord under this Agreement shall be retained by Landlord as liquidated damages. This provision shall not forbid Landlord from pursuing Tenant for actual damages owed to Landlord which exceed any amount retained pursuant to this Agreement.
30. **MULTIPLE OCCUPANCY / JOINT AND SEVERAL LIABILITY** Each signatory below agrees to be jointly and severally liable to perform under this Agreement. In the event of default by any one signatory, each and every remaining signatory shall be responsible for the timely payment of the total monthly rent, penalties, late fees, etc., and all other provisions and payments required as stated in this Agreement.
31. **ELECTRONIC TRANSMISSION AND COUNTERPARTS** The electronic transmission, including email and/or fax of a signed copy of this Agreement and/or any addenda and the retransmission of any signed electronic transmission shall be the same as delivery of an original. If this Agreement involves multiple Tenants or Landlords, this Agreement and any addenda may be executed in counterparts.

32. **NOTICES** Any notice either party may or is required to give, may be given by emailing or mailing the same, postage paid to Tenant at the Property, Landlord or Landlord's Representative at the address shown herein or at such other places as may be designated in writing by the parties from time to time.
33. **CONSTRUCTION OF AGREEMENT** Words of gender used in this Agreement shall be held to include any other gender and words in the singular shall be held to include the plural when the context requires.
34. **TIME** Time is of the essence in this Agreement.
35. **MILITARY SERVICE** If any Tenant is currently in active military service, please initial here \_\_\_\_\_.
36. **FALSE INFORMATION** Tenant warrants the information contained in this Agreement, in Tenant's rental application or any other information or documents provided by Tenant to Landlord is true, accurate and complete. Tenant further states that Tenant has fully disclosed to Landlord any pertinent information, including but not limited to pending criminal charges and/or criminal convictions of any Tenant and/or occupant. False information provided by Tenant may constitute a criminal offense and may be cause for prosecution. Tenant grants Landlord consent to disclose information about Tenant related to this Agreement and any information provided by Tenant. The Landlord is hereby authorized to, at any time, verify any Tenant information, references, credit history and criminal background. If any information provided by Tenant is false or if Tenant omits any pertinent information, Landlord may, at Landlord's option, immediately terminate this Agreement and begin unlawful detainer or eviction proceedings by serving Tenant with a five day notice to a tenant at will.
37. **PROPERTY CONDITION AND CHECKLIST** Landlord agrees to (1) perform a walk-through of the Property with Tenant or (2) provide Tenant with a Property Checklist allowing Tenant to indicate Tenant's observations as to the condition of the Property. If Tenant does not receive a copy of the Property Checklist, they should immediately notify Landlord. If the Property Checklist is not returned to Landlord within seven (7) days of Tenant occupying the Property, Tenant acknowledges that the Property is in good repair and acceptable to the Tenant.
38. **ENTIRE AGREEMENT** The terms and conditions stated in this Agreement, along with the exhibits listed in this paragraph, constitute all agreements and conditions between the parties hereto and no additions or changes shall be binding unless in writing and signed by both parties. Tenant acknowledges the checked exhibits are part of this Agreement and that Tenant has received or waived any right to receive a copy of these exhibits.
- [ ] Addendum #1 (if the Landlord and Tenant need to address terms in addition to this Agreement)
- [ ] Move-Out Cost Schedule
- [ ] Covenants, Conditions & Restrictions (Landlord shall provide copies of CC&Rs upon Tenant's written request).
- [ ] Asbestos Disclosure (for pre-1981 properties)
- [ ] Lead Paint Disclosure & Pamphlet (for pre-1978 properties). These documents are found at:  
<http://www.epa.gov/lead/pubs/leadpdf.pdf> and [http://www.epa.gov/lead/pugs/lesr\\_eng.pdf](http://www.epa.gov/lead/pugs/lesr_eng.pdf)
- [ ] Other: \_\_\_\_\_
- [ ] Other: \_\_\_\_\_
39. **SIGNATURES** The Parties acknowledge their intent to be bound by the terms stated in this Agreement. Tenant also acknowledges receipt of a copy of this Agreement and any attached addendums or exhibits referred to herein.

Tenant	_____	_____	_____
	Printed/Typed Name	Signature	Date
Tenant	_____	_____	_____
	Printed/Typed Name	Signature	Date
Tenant	_____	_____	_____
	Printed/Typed Name	Signature	Date
Tenant	_____	_____	_____
	Printed/Typed Name	Signature	Date
Landlord	_____	_____	_____
	Printed/Typed Name	Signature	Date
Landlord	_____	_____	_____
	Printed/Typed Name	Signature	Date