

Residential Lease Agreement

DEPOSIT RECEIPT

RECEIVED from TENANT(S) named below, the sum of \$ _____ DOLLARS in the form of (cash, cashier's check, other): _____, as a deposit which, upon acceptance of this lease by the LANDLORD, will be applied as follows:

	Total	Received	Payable Prior To Occupancy
Rent for the period from _____ to _____	\$ _____	\$ _____	\$ _____
Security Deposit	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

The total deposit received shall be refunded if this lease is not accepted by the LANDLORD within _____ days.

1. PARTIES:

LANDLORD _____

TENANT(S) _____

2. PROPERTY ADDRESS _____

3. **TERM:** This agreement shall commence on the date of _____ and continue (check one item only): [] on a month-to-month basis, **OR**, [] until the date of _____.

4. **RENT:** TENANT shall pay LANDLORD or his designated agent the sum of \$ _____ per month in advance, on or before the **first day** of each calendar month. The TENANT shall pay the rent and deliver notices to the LANDLORD at the following address: _____
_____. The LANDLORD or his designated agent must be in actual receipt of the rent in order to comply with this agreement.

5. **SECURITY DEPOSIT:** Prior to occupancy, TENANT shall deposit the sum of \$ _____ with LANDLORD, as a security deposit to secure TENANT'S faithful performance of the terms of this agreement. Of this deposit, \$ _____ shall be refundable, and \$ _____ shall be *non-refundable*. TENANT shall NOT have the right to apply the security deposit for payment of last month's rent. Within 30 days after all TENANTS have vacated, or within 15 days after receipt of the TENANT'S new mailing address (extended to 30 days if there is damage to the rented premises), whichever is later, the LANDLORD shall either return the refundable deposit or provide a written notice explaining why the deposit is being retained pursuant to UTAH CODE ANN. § 57-17-1 through -3. LANDLORD may use the security deposit for cleaning the premises, for any unusual wear and tear to the premises or common areas, and for any rent or other sums owed pursuant to this lease agreement.

6. **OTHER FEES:** (specify, i.e. utility hook-up fee, pet, etc. and whether or not refundable) _____

7. **INITIAL PAYMENT:** The initial payment of rent, deposits and fees, as per the Deposit Receipt above, shall be made in the form of cash or certified funds, and is all due prior to occupancy.

8. **UTILITIES:** TENANT shall pay for all utilities and/or services supplied to the premises with the following exceptions: _____

9. LATE FEES & BAD CHECKS: In the event that rent is not paid within three (3) days after the due date, TENANT shall pay a late fee of 8% of the monthly rent amount pursuant to paragraph 4. If LANDLORD issues a Notice for non-payment of rent, TENANT must thereafter tender all payments via cash or certified funds only. In the event of a dishonored rent check, TENANT must thereafter tender only cash or certified funds for all future payments. In addition, TENANT shall pay a fee of \$20.00 for each dishonored check.

10. ACCOUNTING METHOD: All payments received by LANDLORD will be applied first toward any late fees and/or other additional charges, then toward rent.

11. USE & OCCUPANTS: The premises are rented for residential use only, and shall be occupied by the undersigned adults and _____ children. If LANDLORD, with written consent, authorizes additional persons to occupy the premises, the rent shall be increased by \$100 per month for each additional person. Occupancy by TENANT'S guests staying over 7 days without LANDLORD'S written consent, shall be in violation of this agreement and the rent shall be immediately increased by \$100 per month for each additional person.

12. INVENTORY: The following furnishings, fixtures and inventory are part of this lease agreement:

_____.

13. PARKING: TENANT is [] is not [] (check one) assigned a parking space. If assigned a parking space it shall be designated as space # _____. TENANT shall not assign, sublet or otherwise allow any other person to use this parking space. Only passenger vehicles which are currently operational, currently registered in the TENANT'S name in the State of Utah, and not leaking any substance, may be parked on the premises. No other vehicle or item may be stored in this parking space without the prior written consent of the LANDLORD. TENANT may not wash, make repairs or paint in this space or any other place on the premises.

14. SUBLETTING OR ASSIGNING: TENANT shall not assign or sublet the premises, or any part thereof, without the prior written consent of the LANDLORD.

15. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected, including floor and window coverings, appliances, paint, fixtures and appurtenances, and TENANT has found them to be clean and in complete working order, except as otherwise noted here: _____

_____ TENANT promises to maintain the premises in a clean, safe and sanitary manner, and to return the premises in a condition identical to that which existed when TENANT took occupancy, excepting normal wear and tear. TENANT shall immediately reimburse LANDLORD for any sums necessary to repair or replace any item, fixture or appurtenance in or around the premises that needs service due to the misuse or negligence of TENANT or TENANT'S guests or other occupants. TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage occurs during TENANT'S occupancy. TENANT shall be responsible for repair or replacement of the garbage disposal where the cause is a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism. TENANT shall be responsible for any damage done by rain, wind, hail or other peril, if such damage is caused by leaving windows open, allowing overflow of water and/or sewer pipes, for broken windows or doors, torn screens, or any other damage caused while TENANT has possession of the premises. LANDLORD shall deliver possession of the premises with all light bulbs working and of correct wattage, thereafter replacement of light bulbs will be the responsibility and expense of TENANT.

16. ALTERATIONS: TENANT shall make no alterations additions or improvements to the premises, including but not limited to installing antennas, satellite dishes, lighting fixtures, dishwashers, washing machines, dryers or other items without the prior written authorization of LANDLORD. TENANT shall not change or install locks, paint or wallpaper in the premises without the LANDLORD'S prior written consent. TENANT shall not display any signs, posters or advertisements in a window or other place on the premises. TENANT shall not store any item or object on the property outside of the unit or on a balcony. TENANT

shall not use a balcony as a clothes line. TENANT shall not remove LANDLORD'S fixtures or furnishings from the premises for any purpose. TENANT shall indemnify LANDLORD from any liens arising out of any work performed, materials supplied or obligations incurred by TENANT.

17. NOISE & NUISANCE: TENANT and TENANT'S family, guests and invitees shall not disturb, harass, annoy, imperil or otherwise interfere with the peaceful enjoyment of other tenants in the building, the neighbors, the LANDLORD, his agents or workmen. Nor shall TENANT or TENANT'S family, guests and invitees violate any law, ordinance, or health code, or commit or permit waste or nuisance in or about the premises.

18. HOUSE RULES: TENANT and TENANT'S family, guests and invitees shall abide by all written house, pool, laundry and other rules which are hereby incorporated by reference and form a part of this agreement.

19. PETS: No dog, cat, bird, rodent, reptile or other pet or animal of any kind may be brought on the premises by TENANT or TENANT'S family, guests and invitees, EVEN TEMPORARILY, without the prior written consent of the LANDLORD. LANDLORD may charge and collect \$10.00 per day per violation in addition to actual damages caused by the animal, and TENANT will be subject to forfeiture of this lease.

20. LANDLORD'S RIGHT OF ENTRY & INSPECTION: The LANDLORD and/or his agents may enter the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT, for the purpose of inspection or repair of the premises, or to show the premises to prospective tenants, purchasers, lenders, appraisers, insurance agents, or other product or service providers. In case of an emergency, no notice need be given. TENANT shall not unreasonably deny access to, or withhold consent to enter the premises.

21. REPAIRS BY LANDLORD: Except in an emergency situation, TENANT shall notify the LANDLORD in writing of all requests for service and repairs. The LANDLORD shall act with reasonable diligence in making repairs that are the responsibility of LANDLORD. Rent shall not abate, and TENANT may not withhold rent during such period necessary to effect LANDLORD'S repairs. Pursuant to UTAH CODE ANN. § 57-22-4, LANDLORD may refuse to correct or remedy any condition caused by the TENANT or the TENANT'S family, guests or invitees by inappropriate use or misuse of the property during the rental term or any extension of it. In addition, LANDLORD may refuse to correct the condition of the premises and terminate this lease if the premises are unfit for occupancy, and shall notify TENANT of this decision in writing within a reasonable time after receipt of TENANT'S notice of noncompliance, in which case the rent shall be prorated and the balance refunded along with any deposit due after lawful deductions.

22. SECURITY NOT PROMISED: Notwithstanding whatever measures LANDLORD may take to maintain or improve the security of the premises, the parties hereby expressly acknowledge that the premises are not to be considered a security building which would subject LANDLORD to a higher degree of care.

23. TENANT'S INSURANCE: TENANT is admonished to secure a personal property insurance policy to cover any losses sustained to TENANT'S personal belongings or vehicle. It is hereby acknowledged that LANDLORD does not maintain insurance to cover losses to TENANT'S personal property which may be caused by theft, vandalism, fire, rain, water overflow/leakage, acts of God, or any other causes. It is hereby acknowledged that LANDLORD bears no liability for such occurrences. TENANT'S omission to maintain such a policy shall constitute a complete waiver of any right that may exist in TENANT to seek damages against LANDLORD for losses to TENANT'S personal property.

24. WATERBEDS & LIQUID-FILLED FURNITURE: (check one) No liquid-filled furniture may be kept on the premises, **or** TENANT may possess a waterbed if TENANT maintains waterbed insurance with coverage of \$100,000.00 or more. TENANT must furnish LANDLORD with proof of said insurance PRIOR to installing any liquid-filled furniture in the premises.

25. TERMINATION OF LEASE: If this lease is based on a fixed term, pursuant to paragraph 3 above, this agreement will automatically continue on a month-to-month basis unless written notice of termination is given by either party at least 30 days before the end of the initial fixed term. If this lease is based on or becomes a month-to-month tenancy, (a) TENANT shall provide written notice of termination at least 30

days before the end of the month or rental period, and (b) LANDLORD shall provide statutory notice of 15 days or more prior to the end of the rental period pursuant to UTAH CODE ANN. § 78-36-3 (1953).

26. ABANDONMENT: Pursuant to UTAH CODE ANN. § 78-36-12.3 (1953), abandonment shall be presumed in either of the following two situations: (1) The TENANT fails to pay rent within 15 days after the due date, TENANT fails to notify the LANDLORD that TENANT will be absent from the premises, and there is no reasonable evidence that TENANT is occupying the premises other than the presence of TENANT'S personal property. **OR:** (2) The rent has been due and unpaid for 1 day or more, TENANT fails to notify the LANDLORD that TENANT will be absent from the premises, TENANT'S personal property has been removed from the premises, and there is no reasonable evidence that TENANT is occupying the premises. In the event of an abandonment as above described, LANDLORD will retake the premises and endeavor to re-rent them at a fair market value for TENANT'S benefit. TENANT will remain liable for all rents and other sums due under this lease through the remainder of the lease term, or, until the premises are re-rented including all costs incurred to advertise, restore and re-rent the premises. LANDLORD will remove and store for 30 days any personal property left by TENANT, after which time it will be sold or donated to charity unless TENANT pays the actual moving and storage costs within such 30 day period, as per the procedure enumerated in UTAH CODE ANN. § 78-36-12.6 (1953).

27. WAIVER: If LANDLORD fails to exercise any right under this agreement, or fails to demand strict compliance with its terms, or accepts partial compliance, such failure or acceptance of partial compliance shall not be deemed a waiver of any such rights or terms or right to full compliance. LANDLORD'S acceptance of rent with the knowledge that TENANT is in default as to any other terms of the lease shall not be deemed a waiver of any such default.

28. POSSESSION: In the event that LANDLORD is unable to deliver possession on the agreed date, either party may terminate this agreement upon written notice to the other party at their last known address. It is agreed that neither party shall have liability to the other, except LANDLORD shall immediately refund to TENANT all sums previously paid.

29. ATTORNEY FEES: In the event that legal action is undertaken by any party to enforce the terms of this lease or to recover possession of the premises, the prevailing party shall be entitled to recover from the other party all costs incurred in connection with such action, including reasonable attorney fees and collection costs, with or without suit.

30. NOTICES: All notices required or given pursuant to this lease shall be in writing and served in accordance with state law. Where notice requirements are not spelled out by law, notices shall be sent via first class mail to the TENANT at the address of these premises, to LANDLORD at the address for payment of rent, or by hand delivery to any party.

31. SEVERABILITY: Should any provision of this lease be held to be invalid or unenforceable, the remainder of the lease shall not be affected thereby.

32. RENT INCREASE: LANDLORD reserves the right to increase the rent on the subject premises during the initial term of this lease by a maximum of 10% upon 30 days written notice, if required as a result of an increase in utilities, insurance, taxes, or other operating expenses.

33. ADDITIONAL RENT: All sums owed under this Agreement shall be deemed additional rent.

34. TIME: Time is of the essence in this agreement.

35. LANDLORD'S DISCLOSURE REGARDING TOBACCO SMOKE: (check one) Smoking is absolutely forbidden in or around these premises, **or**, Smoking is allowed in other units, and tobacco smoke from those units may drift into the unit that is the subject of this Agreement.

TENANT'S ACKNOWLEDGMENT: By signing below, TENANT acknowledges having been informed that tobacco smoke may drift into the unit that is the subject of this Agreement. TENANT hereby waives any right to a cause of action for nuisance under UTAH CODE ANN. § 78-38-1(3).

36. 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, LANDLORDS must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. TENANTS must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE: (initial where applicable *if* the premises were built before 1978)

_____ LANDLORD has no knowledge of lead-based paint or lead-based paint hazards in the premises. LANDLORD has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises.

_____ LANDLORD 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 same.

TENANT'S ACKNOWLEDGMENT: (initial where applicable *if* the premises were built before 1978)

_____ TENANT has received the pamphlet *Protect Your Family From Lead In Your Home*.

_____ TENANT has received copies of all records and reports attached hereto.

TENANT agrees to promptly inform LANDLORD in writing of any deteriorated and/or peeling paint in the premises.

37. ADDITIONAL TERMS & CONDITIONS: _____

38. JOINT RESPONSIBILITY: TENANT and each co-signer and/or guarantor expressly understands and agrees that each will be both jointly and individually responsible for the faithful fulfillment of the terms of this lease agreement. By signing this lease, each co-signer and/or guarantor has a right of possession as a TENANT of the premises, and shall be named parties in any action necessary to enforce this lease.

39. ENTIRE AGREEMENT: The above stated agreement, including any attachments incorporated by reference, constitute the complete and final agreement of LANDLORD and TENANT and supercedes any prior oral or written representations or understandings. Moreover, TENANT has been admonished to seek legal advice prior to entering into this agreement and TENANT has waived such counsel. TENANT acknowledges having relied solely on TENANT'S own judgment in entering into this agreement.

DATED _____ LANDLORD/AGENT _____

DATED _____ TENANT _____

DATED _____ TENANT _____

DATED _____ TENANT _____

DATED _____ TENANT _____