



Utah Residential Rental Agreement

Single Family Home

Read the entire document carefully before signing.

PARTIES:

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

_____ being all the allowed Occupants of the Premises under the age of eighteen. Resident represents and warrants that it has legal custody and is legally responsible for all minors.

AND the herein named rental unit owner (hereinafter referred to as "Owner").

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

PREMISES:

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

RENT AND FEES:

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

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

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

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

Recurring Monthly Fees:

Cable/Media/Internet \$ _____ Garage/Storage \$ _____ Parking \$ _____ Pet Rent \$ _____ Tax \$ _____

Other _____ \$ _____ Other _____ \$ _____

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

1. **TERM:** The initial term shall commence on Commencement Date and will end on the Initial Term End Date. Occupancy will start on the Commencement Date unless the Premises is not available for occupancy. Owner shall not be liable for any damages in the event the Premises are not available for occupancy on the Commencement Date. If the Premises are not available for more than seven (7) days, Resident's sole remedy is to terminate this Agreement and be entitled to a refund of any security deposit and any rent paid. This Agreement will automatically renew on a month-to-month basis unless written notice of termination is given by either party as required herein. The above Month-to-Month Fee shall be added to the Monthly Rent, without notice, in the event Resident remains in the Premises after the expiration of the Term. Additionally, Owner may change the Rent and Fees on a month-to-month tenancy upon thirty (30) days written notice. In the event this Agreement extends beyond the term above on a month-to-month tenancy, such tenancy shall then terminate only on the last day of a month. If the Initial Term End Date is not the end of a calendar month, then the Monthly Rent and Fees due for the remainder of the month during which the Initial Term End Date occurs will be the Rent and Fees listed above. On the 1st day of the next month after the Initial Term End Date the Month-to-Month Fee will apply, along with any other changes permitted by this Agreement. The Lease Initiation Fee above shall be paid upon execution of this Agreement and shall be deemed consideration for the institution of this Agreement and is not a deposit. The Pro-rata rent charged is a stated amount and is not related to the Monthly Rent. Owner shall be entitled to the Eviction Turnover Fee for the work processing the paperwork to the attorney for an eviction after failure of the Resident to comply with any eviction notice. Resident shall be obligated to pay this fee once the work is done regardless of whether the eviction is filed.

THIS AGREEMENT MAY NOT BE CANCELLED ONCE EXECUTED BY RESIDENT WITHOUT THE EXPRESS WRITTEN CONSENT OF THE OWNER.

2. **SECURITY DEPOSIT:** A. The security deposit above shall be paid in full prior to Resident taking possession of the Premises. Resident's failure to pay the security deposit as required shall be deemed a material breach of this Agreement and Resident shall be subject to the remedies provided herein. Any sums due or owing by Resident to Owner may at any time be deducted from said deposit; deductions shall be applied at Owner's discretion. Resident agrees to promptly replenish the security deposit within five (5) days after notice is given and Resident may not apply any portion of the security deposit to any month's rent nor any other obligations during occupancy. Resident's security deposit will be refunded in full, if all of the conditions of this Agreement are fulfilled, including:
- The full Agreement term has expired, or the Agreement has been terminated without default of Resident and Resident has not "held over." "Held over" means the Resident is still in possession of the Premises after either party has given the other notice of termination and that notice has expired.
 - Resident has provided written notice of intent to vacate as required by this Agreement to Owner prior to the Initial Term End Date or the required notice under this Agreement if on a month-to-month basis. This provision does not allow Resident to terminate the Agreement prior to the expiration of the initial term but does require the appropriate and timely notice of the intent to vacate at all times.
 - 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.
 - Resident has thoroughly cleaned the Premises, appliances, and fixtures, and has removed all of its property and any garbage from the Premises. Resident acknowledges that there are specific charges that Owner may charge for cleaning and damages. Those charges are agreed to by Resident. 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 to allow the Premises to be re-rented.
 - All individuals using or occupying the Premises have surrendered the Premises to Owner, and all keys to the Premises, mailbox, storage rooms, access cards, fobs, entry devices, garage devices, and all other keys and passes related to the Premises are turned in to the Owner.
- B. As required by law following the later of Resident's surrender of said Premises to Owner or Resident providing a forwarding address, Owner will forward the balance of the security deposit less all deductions with an itemized statement of any deductions made. However, Resident shall not be entitled to any damages merely because Owner fails to provide the statement.
- C. It is the Resident's obligation to provide Owner with all required notices in writing prior to move-out. Resident agrees to the charges as stated and as may be amended on a move out form. In the event there are charges in excess of the security deposit, Resident agrees to pay such amount upon demand.
3. **MOVE-OUT NOTICE:** In a month-to-month tenancy or end of lease term termination, at least sixty (60) days written notice of intent to vacate must be given to Owner by Resident prior to move-out. In the event of a month-to-month tenancy, the Agreement term shall extend to, and the rent shall be paid through the last day of the calendar month; in other words, the last month's rent must be a full month without any prorating (unless otherwise agreed to in writing by Owner). This Agreement may only terminate on the Initial Term End Date or on the last day of a month unless otherwise provided by law, stated herein, or by written agreement with Owner. Owner is only obligated to give a thirty (30) day written notice of termination during the Agreement term and a fifteen (15) day written notice on a month-to-month tenancy.
4. **SUBORDINATION:** This Agreement as executed is subject and subordinate to the mortgage or mortgages financing the Premises, which are of record or may become of record during the term of this Agreement and any renewals, extensions, or modifications thereof, and subject to the provisions of any regulatory agreement with any Housing Authority and others that burden such property. Upon notice, Resident agrees to be the tenant of a new landlord, management company, or owner of the Premises upon such new owner's acquisition of the Premises and agrees that foreclosure by a mortgagee shall not void this Agreement.
5. **CREDIT CHECKS:** Resident agrees that Owner may conduct background, criminal history, and credit checks at any time after application, during the term of this Agreement or thereafter so long as Resident has an outstanding balance due to Owner. Resident grants consent to Owner and its agents to disclose information about Resident or Resident's rental history for law-enforcement, governmental, or other business purposes so long as Resident has an obligation under this Agreement.
6. **GOVERNMENT:** In the event the Premises are condemned, or access is restricted as a result of any type of governmental action or damage to the Premises, Owner shall not be liable for any damages to Resident including alternate housing, damage to personal property, replacement of personal property, and/or any other consequential damage. Such action may include any action by any governmental agency or entity including but not limited to health departments, division of environmental quality, fire departments, police, zoning departments, etc. or by Owner if Owner determines in its sole discretion that the Premises are damaged to the extent that they are not habitable. If the action is taken, Resident shall be relieved of rental obligations effective the date that access is restricted or prevented unless the cause of such governmental action or damage relates to actions of Resident, its guests, invitees, or occupants. In the event this Agreement is terminated pursuant to this provision, Resident shall be responsible to take all steps necessary to have its contents immediately removed at Resident's expense. In order for Resident to be relieved of responsibility under this Agreement, a governmental order must be specific to the Premises leased hereunder and cannot be caused or mitigated by Resident.
7. **NOTICES TO OWNER:** In the event Resident determines to utilize the provisions of the Utah Fit Premises Act, notice as required by that Act shall be delivered in writing to Owner at the address below. If there is an on-site management office, notices may be delivered at such office during normal business hours. Provisions of the Utah Fit Premises Act may be found in Utah Code 57-22 or at <http://le.utah.gov>.
8. **NOTICES TO RESIDENT & COMMUNICATION:** Resident agrees that any and all notices required by this Agreement or by law may be served by emailing the notice to Resident at the email address provided below, whether or not Resident has departed from, abandoned, or vacated the Premises. Resident is obligated to maintain a proper email address for delivery of any notices. Resident

may change that email only by delivering a written notification of the change to Owner served in the same manner as required by the Fit Premises Act. All Residents acknowledge that notice to this email address shall be effective for all Residents. Owner may also give any notice required by this Agreement by hand delivery or posting. Resident further agrees to allow all communication to Resident from Owner, its agents, and attorneys to be through text messaging (SMS Messages) and/or email. Resident agrees and acknowledges that the cellular number below is its private cellular phone that can receive text messages, and that communication, including confidential information, may be made to that number via text message. Resident agrees and acknowledges that the email address below is his/her private email, and that communication, including confidential information, may be made to that email address. Resident shall be obligated to notify Owner of any new number for text messages or changes to the requested number. Resident agrees that it shall be responsible for any and all charges relating to the receipt of text messages and agrees to such. Resident hereby agrees and acknowledges that the cellular number and email address given herein may be utilized for any and all communications, including those that may be deemed private or confidential, by Owner, its agents, management, and legal counsel. In addition, Resident specifically agrees that Owner and its affiliates may utilize both text and email for purposes of marketing and that Owner and its affiliates are exempt from any and all "Do Not Call" lists and laws. This Agreement, along with valid email and cellular numbers, must be kept in effect throughout the occupancy and may only thereafter be revoked by written communication so stating. Resident hereby authorizes and grants express consent to Owner, its management, and its attorney to conduct any current and future business (including, but not limited to, eviction and/or collection activities) with Resident electronically, including but not limited to, communicating with Resident using the email address(es) provided herein or such other email address(es) Resident may hereafter provide verbally or in writing. In granting this consent, Resident understands and agrees that Owner, its management, and its attorney may, but are not required to, conduct business with Resident electronically/via email. Resident further understands that Owner, its management, and its attorney cannot and does not guarantee the privacy or security of any information communicated via email, and as such, Resident hereby knowingly and unconditionally waives any and all claims Resident may have against Owner, its management, and its attorney that arise from or in any way related to communicating with Resident electronically/via email, including but not limited to claims of breach of privacy or security, unauthorized access or disclosure, or any claim under state and federal laws.

- 9. RELEASE OF RESIDENT:** Resident will not be released on grounds of voluntary or involuntary school withdrawal or transfer, voluntary or involuntary business transfer, loss of employment, marriage, divorce, loss of co-residents, bad health, problems with other tenants, criminal activity within the community or surrounding area, or any other reasons, unless otherwise provided in this Agreement or specifically mandated by law. Upon vacating prior to the expiration of the initial term, this Agreement shall remain enforced in full, with all monies and future rent (later of through the end of the initial term or required notice period) immediately due and payable. In the event Resident files a bankruptcy and fails to accept this Agreement through the bankruptcy and remains in the Premises, this Agreement shall be deemed to be a tenancy-at-will with rent payable daily and calculated at the current monthly rate divided by 30, all other obligations shall remain in effect.
- 10. RULES AND REGULATIONS:** Resident, its guests, invitees, and other occupants shall comply with all written Rules and Regulations which shall be considered part of this Agreement. Such Rules and Regulations shall be available from Owner, and Resident acknowledges receipt of such Rules and Regulations. Owner may make reasonable rule changes if made in writing and notice is given to Resident. Resident agrees that the conduct of Resident, its guests, invitees, and/or other occupants shall not be disorderly, boisterous, or unlawful and shall not disturb the rights, comforts, or convenience of other persons. Resident acknowledges and agrees that it is responsible for the actions of its guests, occupants, invitees, and others on the Premises due to Resident. Violation of this provision shall constitute grounds for immediate termination of this Agreement at the option of Owner. Resident shall be liable to Owner for any damages to the Premises regardless of who caused the damage unless specifically caused by Owner or Owner's actions or inactions as described herein. Owner may regulate the use of patios, balconies, and porches. Owner may regulate signs, flags, and displays which can be seen from the exterior. Sidewalks, steps, entrance halls, walkways and stairs shall not be obstructed or used for any purpose other than ingress or egress. The Premises are to be used only as a residence and may not be used for any business. The Premises and other areas which are reserved for Resident's private use shall be kept sanitary, clean, and free from clutter by Resident. Resident agrees to ensure that the Premises are not a fire or safety hazard. If Owner determines, in its sole discretion, that the Premises is unclean, too cluttered, or a fire or safety hazard, Resident agrees to remedy the problems with appropriate notice. Garbage shall be disposed of only in appropriate receptacles. Owner may regulate trash and its disposal, including limitations on amounts and types of trash/garbage that may be placed in its receptacles. Resident understands and agrees that Owner may refuse to accept any package on Resident's behalf, even if Resident has authorized Owner to do so. If Owner does accept a package or delivery on Resident's behalf, Owner has no obligation or liability for failure to deliver such item to Resident. Swimming pools, storage rooms, laundry rooms and other facilities, amenities, and common areas (if provided) are available to Resident as a privilege and not a right granted under this Agreement and are to be used wholly at the user's risk. Any person including Resident may be restricted from usage at Owner's sole discretion. All written rules may be enforced through Owner's representatives or agents and Resident shall hold same harmless for reasonable enforcement. Among other things, Owner may regulate, limit, or prohibit from the premises and the areas owned by Owner the following: swimming pools, trampolines, commercial equipment, non-residential materials, weight or workout equipment, bicycles, tricycles, skateboards, guests who have lived or stayed in Resident's Premises, former tenants, and guests who, in the Owner's reasonable judgment, have been disturbing the peace or disturbing other residents or may cause a threat to other tenants or who have or may be violating Rules and Regulations. Resident acknowledges the review of such Rules and Regulations and agrees to be bound by them. Such Rules and Regulations may be changed or modified at any time with thirty (30) days' notice to Resident. If the Premises is part of a homeowner's association, or any other similar association, Resident agrees to abide by the covenants, conditions, and restrictions ("CC&Rs") of the community, the community rules and regulation, any other governing or limiting documents attached to the Premises. A violation of the CC&Rs, rules and regulations, or any other governing or limiting documents attached to the Premises by Resident, occupants of the property, invitees, or guests will be a breach of this lease agreement. Resident agrees to reimburse and indemnify Owner for all fines or other penalties incurred by Owner because of the violation of any statute, ordinance, regulation, CC&R, or rule and regulation enforced by a homeowner's association by Resident or any members of their household, occupants, guests, or invitees. Such fines shall be

considered additional rent and are due upon demand by Owner. Resident accepts the responsibility to obtain a copy of the community rules and regulations. Resident agrees that all firearms and weapons are restricted from all the common areas, amenities and other areas controlled by Owner. Owner may further restrict possession, storage, and usage of any firearm or weapon.

11. **PARKING:** Owner may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Owner may also restrict the size and type of vehicles. Owner may have unauthorized or illegally parked vehicles towed at the expense of the owner of such vehicle. A vehicle is unauthorized or illegally parked if it: (1) has a flat tire or other condition rendering it inoperable; or (2) is on jacks, blocks or has wheel(s) missing; or (3) has no current license or no current inspection sticker; or (4) takes up more than one parking space; or (5) belongs to a Resident or Occupant who has surrendered or abandoned the Premises; or (6) is parked in a space marked for manager, staff, or guest at the office; or (7) is parked in a marked handicap space without the legally required handicap insignia/placard; or (8) blocks another vehicle from exiting; or (9) is parked in a fire lane or designated "no parking" area; or (10) is parked in a space marked/reserved for other resident(s) or unit(s); or (11) is parked on the grass, sidewalk, or patio; or (12) blocks garbage trucks from access to a dumpster or maintenance from maintenance areas. Any Addendum or Rules and Regulations created by Owner relating to parking shall supersede this provision to the extent there is a conflict with this provision.
12. **PREMISES CONDITION:** Resident has the right to inspect the Premises prior to signing this Agreement and Resident agrees that it has been given the opportunity to conduct whatever inspection of the Premises is needed prior to signing this Agreement. Resident acknowledges that the Premises have been inspected, are in satisfactory condition, and all existing damages have been acknowledged in writing by Owner. Resident accepts the Premises in "as is" condition. Resident, by accepting keys to the Premises or moving its property into the Premises, evidences and accepts the fact that the Premises (including appliances, furnishings, and fixtures) are in clean, safe, sanitary, and in good-working condition and that any exception has been or will be delivered to Owner in writing within 48 hours of accepting keys to the Premises or by moving its property into the Premises. Owner makes no warranty of any kind, express or implied, and relies upon the fact that Resident has inspected the Premises. Resident agrees to maintain the Premises, appliances, furnishings, and fixtures in good condition throughout the term of this Agreement (excepting reasonable wear and tear). Resident also agrees to maintain utility services to the Premises; if Resident fails to maintain utility services to the Premises by failing to pay the required utilities, such action will be grounds for eviction. Resident shall also be responsible to maintain the temperature in the Premises to prevent damage to the Premises. Resident shall be responsible for any and all damages for failure to maintain utilities and temperature. Resident will return the Premises to the Owner in the same condition as when Resident moved in (subject to reasonable wear and tear). Resident agrees to make no alteration or repair to the Premises (including painting, wallpapering, stickers, new locks, etc.) without first obtaining the prior written consent of the Owner, which permission may be withheld for any or no reason. Resident must obtain prior written permission for security cameras or security systems. Such cameras may only be used within the unit or at the entry door to the Premises. Security systems must be pre-approved and may not impair or impede Owner's access to the Premises.
13. **REPAIRS:** Resident agrees to request all repairs and services in writing provided to Owner. Owner shall have the right to temporarily turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance which require such interruption. In case of malfunctions of equipment or utility damage by fire, water, or other cause, Resident shall notify Owner immediately. Owner shall act with diligence in making repairs; the Agreement shall continue, and rent shall not abate during such periods. Resident may not hire or allow any third party to perform work on the Premises without Owner's prior written approval (or as allowed by law). Resident is responsible for, and will reimburse Owner for, any damages or loss caused to the Premises while Resident is entitled to possession of the Premises. This includes, but is not limited to, damages caused by the negligence, carelessness, abuse or intentional misconduct of Resident, Resident's family, occupants, animals, guests, invitees, or others. Resident shall indemnify Owner from any liability to any third party. Owner may assess costs for damages when they occur. The intent is to require the Premises to be maintained in substantially the same condition as when Resident took occupancy. If the damage to the Premises, regardless of how caused, is substantial in the reasonable judgment of Owner or materially affects the habitability of the Premises, such damage will be cause for termination of this Agreement and Owner may terminate this Agreement by giving written notice to Resident. Such termination due to damage may occur immediately if the Premises are uninhabitable, otherwise Resident shall vacate with a ten (10) calendar day notice. It is agreed that this notice converts the tenancy to a tenancy-at-will. Resident's only remedy shall be a reimbursement of rent paid after vacating, unless the cause of the damage is due to Resident, its guests, invitees, occupants, or others within the Premises. The costs of repairs, restorations and replacements shall be paid for by the Owner if rendered necessary by reasonable wear and tear but shall only be required during the tenancy if a habitability issue. Otherwise, if such repairs, alterations, or replacements are rendered necessary by the negligence, carelessness, accident, or abuse of Resident and/or Resident's occupants, guests, or other third parties, then all such costs shall be paid by Resident. Resident agrees to reimburse Owner for all such costs within five (5) days of written notice. Such reimbursement shall be a priority payment over all other obligations of Resident to Owner. Owner may charge for damages without immediately making repairs, if, in its sole judgement, Owner determines that it is likely the damages will continue. Resident shall be responsible to Owner for all costs of repair for damages as stated herein regardless of Owner's insurance and Resident's insurance may not subrogate to Owner's. In the event Resident has complied with the Utah Fit Premises Act and is allowed to make repairs, Resident agrees that it will first obtain three independent estimates, utilize the lowest estimate, and only use licensed and insured contractors to perform the repairs. Resident agrees to pay a reasonable Property Inspection Fee for an inspection of the property if such inspection is necessary due to the actions or inactions of Resident, or due to damage to the Premises caused by Resident, its guests, occupants, invitees, animals, or others. If during the inspection, items are determined to be in violation of the Agreement and require mitigation by the Resident, Owner may require additional inspections to verify compliance. Resident shall be obligated to pay a Property Inspection Fee for each such subsequent inspection to verify compliance. Imposition of the fee shall be at the option of Owner. Resident shall be responsible for any damages as determined by Owner at any inspection as provided in this Agreement, the Addendums thereto and the Rules and Regulations. Payment by Resident to Owner is due upon demand.
14. **RIGHT OF ENTRY:** Unless otherwise restricted by law, Owner may enter the Premises during reasonable hours with or without

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

- 15. CONTAMINATION:** Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorneys' fees and court costs, that may be made as against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew or other contaminations in the Premises. It is further agreed that such indemnification shall extend to the existence of any contamination of any type from any person or cause that is unknown to Owner. Resident further agrees that it will not cause, hire, or conduct any inspection or testing to be done in the Premises for any type of contamination or pests but may request that Owner conduct such testing provided Resident prepays the costs of such testing. Owner shall have the right to retain third party certified testing of its choice. The results of such testing shall be the property of Owner who shall only be obligated to disclose positive results exceeding the legal limits. Resident further agrees that Owner shall not be liable for any damages caused to Resident, Resident's guests, occupants, or any property within the Premises resulting from mold, mildew, or any other contamination. Resident shall indemnify Owner from any liability relating to mold, mildew, or any other contamination resulting in damages to any person or property within Resident's Premises regardless of the source. Resident agrees to immediately notify Owner of the existence of any mold, mildew, or other contamination within the Premises. Failure by Resident to diligently inspect and notify Owner of mold or contamination issues will result in Resident being liable for the damages to the Premises caused by the mold or contamination.
- 16. MILITARY CLAUSE:** In the event Resident is or becomes a member of the U.S. Armed Forces on active duty and (1) receives deployment orders for ninety (90) days or more, or (2) receives change of station orders to permanently depart the local area, or (3) is discharged from active duty, then Resident may terminate this Agreement by giving thirty (30) days written notice as provided herein and by the Servicemembers' Civil Relief Act (SCRA). Resident may also utilize the SCRA to otherwise terminate the Agreement as provided by such Act. As required by the Act, Resident shall be required to pay rent for thirty (30) days after the notice is given with appropriate documentation. Resident agrees to furnish Owner a certified copy of the official orders which warrant termination of this Agreement. Permission for base housing does not constitute a permanent change of station order. Other termination as provided under the SCRA will be allowed as provided by that Act.
- 17. DISABILITY:** It is Owner's policy to adhere to all Fair Housing Guidelines set forth by Federal law and the law of the State in which the Premises is located. It is the policy of Owner to reasonably accommodate all handicaps and disabilities as defined under state and federal laws as required by existing law. It is agreed that Resident shall notify Owner of any need relating to a disability or handicap (in writing if possible) to ensure the proper procedures are implemented to comply with existing laws. In the event Resident fails to notify Owner of any needed accommodation, Owner shall not be liable for damages suffered by Resident. It is agreed that Owner is under no obligation to accommodate Resident until proper notification with supporting documentation (if necessary) is provided to Owner and Owner has had the opportunity to grant or deny the accommodation or modification. Owner is not required to grant any request that does not meet the necessary requirements, is not reasonable, or where insufficient information has been provided to establish the required elements of the request.
- 18. LIMITED LIABILITY:** It is agreed that Owner will not be liable for any damages or losses to person or property caused by any Resident, guests, occupants, invitees, or any other person including, but not limited to, any theft, burglary, assault, vandalism, or other crimes or tortious behavior. Resident agrees to be responsible for its own property and for its own safety. Resident agrees to accept liability and responsibility for the use of parking lots, sidewalks, and other similar areas. It is agreed that once Owner gives notice to Resident by any means of any potential hazard, it is Resident's obligation to avoid the hazard, or it assumes the risks of the hazard. It is acknowledged and agreed that Resident's duty of care shall be significant as it pertains to its awareness of use of areas under control of Owner. It is the agreed intent of this Agreement (to the greatest extent allowed by law) that Owner shall not be liable for personal injury or for damage to or loss of Resident's personal property (furniture, jewelry, clothing, etc.) unless caused by gross negligence of Owner, its agents, management, or assigns. It is specifically mutually agreed that Owner shall NOT be liable for any damages (personal injury or to property) directly or indirectly caused by any other past or present occupant, resident, tenant, or guest. Owner shall not be liable to Resident for any type of damages from fire, flood, water leaks, theft, rain, hail, ice, snow, smoke, structural problems, environmental issues, toxins, mold or mildew, or contamination left by prior residents or current residents, explosions, interruptions of utilities, acts of God, or negligent behavior of Owner or its agents, unless such injury or damage is caused by gross negligence of Owner or its agents. **RESIDENT IS REQUIRED TO SECURE RENTERS INSURANCE TO PROTECT AGAINST ALL OF THE ABOVE OCCURRENCES.** Owner shall hold Resident liable for any damages caused by Resident, its occupants, guests and/or invitees including but not limited to fire, flood, explosion, water damage, and pests. Owner strongly suggests and recommends that Resident obtain additional insurance to protect its own belongings. Resident agrees to indemnify and hold harmless Owner and its representatives from any and all liability for actions or inactions of Resident which cause damage or injury to any party or person. Resident agrees that locks and latches are acceptable subject to Owner's duty to make needed repairs upon request of Resident. It is acknowledged and agreed that Resident had other options available for obtaining housing and chose to enter into this Agreement with the limitation on liability of Owner. Further, Resident acknowledges that it had to qualify

to enter into this Agreement. Upon payment of a reasonable charge, Resident shall have the right to require Owner to change (re-key) a door-lock for a fee. Resident may not place its own locks on the Premises or devices which prevent Owner entry. If Resident takes any action to restrict Owner's access, Owner may take such action to restore access and Resident shall be obligated for the related costs. Resident shall pay for and replace smoke detector and/or carbon monoxide detector batteries (if in Premises) as needed. If Owner's employees are requested to render services not contemplated in this Agreement, Resident agrees to hold Owner harmless for all liability regarding the same. Owner may provide security patrols and/or security equipment (including cameras) for the purpose of protecting its property. However, Owner will not provide any security for Resident. Each Resident is responsible for its own personal security and the security of its property. It is acknowledged that the Premises have been occupied and used by other individuals and that Owner cannot represent what such persons have had or done within the Premises. Resident acknowledges that it will not hold Owner, its agents, or employees liable for prior actions within the Premises by other occupants or their guests, including such actions that may have unknown continuing residual effects on the Premises. Owner does not warrant that other tenants will have or maintain renter's insurance and shall not be liable for damages resulting from the actions of such other tenants. Rental insurance obtained by Resident must have a non-subrogation provision as against Owner and Owner's insurance. Resident expressly agrees and understands that Resident will not be considered a co-insured under Owner's commercial insurance policy for purposes of subrogation, and Resident agrees to be responsible for damage resulting from a fire, flood, explosion, and water damage caused by Resident, its guests, occupants, and invitees. It is the intent of the parties that this section be applied so as to provide the maximum allowable protection from actions against Owner and that any provisions determined to violate law or policy be severed only to the minimal extent possible leaving all other provisions intact. It is expressly understood and agreed that the liability of Owner to Resident under this Agreement is restricted solely to the interest of Owner in the Premises. No officer, director, shareholder, employee, manager, or Management Company, or agent shall have personal liability under the terms of this Agreement. Resident agrees to look solely to Owner's equity, interest and rights in the Premises for satisfaction of any claims or damages or other remedies of Resident. Owner shall not be liable for consequential or punitive damages.

19. GENERAL: No oral agreements have been made. Nor shall any oral agreements be allowed between the parties. This Agreement is the entire agreement between the parties, supersedes any prior discussions, emails, offers, drafts, or other verbal or written statements and may only be modified in writing signed by all parties except for reasonable rule changes or additions to the Owner's Rules and Regulations. A breach of any Addendum or settlement agreement entered into in conjunction with this Agreement, including the breach of any confidentiality provision of a settlement agreement, will be considered to be a material breach of this Agreement and grounds for eviction. This Agreement integrates all previous agreements except those entered into concurrently. All of Resident's statements in the rental application were relied upon by Owner in executing this Agreement and any misinformation therein shall be considered cause for immediate termination by Owner of Resident's right of occupancy. Resident may not withhold rent or offset against rent except as specifically 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 statutory damages sought pursuant to state law, even if one Resident vacates the Premises. No Resident shall be released from this Agreement unless specifically agreed to in writing by Owner. Liability under this Agreement continues until Resident and all Occupants vacate or a new Agreement is signed. In the event any Resident transfers to another premises, any amounts due for rent or damages shall automatically transfer as rent to the new premises and shall be immediately due. In addition, any amounts due under any prior Agreement(s) shall automatically transfer as rent to this Agreement and shall be immediately due. Resident shall not be entitled to interest on security deposits. All Resident's obligations are to be performed in the County where the Premise is located. Owner's past delay or non-enforcement of rent payment due date or any other provision herein shall not be a continuing waiver thereof under any circumstances. To enforce any breach or in any lawsuit involving statutory or contractual obligations of Owner or Resident, the non-defaulting party shall be entitled to recover costs of collection, attorneys' fees, court costs, and all other costs from the defaulting party regardless of whether the matter is litigated. All past due amounts and/or in any lawsuit the entire judgment shall bear interest from due date at the rate of twenty four percent (24%) per annum compounded daily until paid. Any clause declared invalid by law shall not invalidate the remainder of this Agreement. In the event Resident brings a claim against Owner or its agents with a state or federal agency (other than a claim under the Fair Housing laws), Owner shall be entitled to recover as against Resident any attorneys' fees and/or costs and damages for its time (including an hourly rate for Owner or its agent's time) if the agency fails to make a finding against Owner. This Agreement may not be assigned by Resident nor can Resident sub-let the Premises (including temporary or vacation rentals to third parties). Specifically, the unit may not be used for any type of vacation or temporary rental (including but not limited to Airbnb, VRBO, and like entities) without Owner's express written consent. Resident shall not list the Premises for purposes of sub-leasing or vacation type rental. In the event Owner contracts with a licensed collection agency or attorney to collect obligations under this Agreement and/or its Addendums, a collection fee of forty percent (40%) of the debt/obligation contracted to be collected shall be added to the amount owed pursuant to the terms hereof and as allowed by law. It is agreed that all indemnifications, hold harmless, and limitations of liability as stated in this Agreement shall survive the expiration of the Agreement term and/or the termination of the Agreement. Resident and Owner agree, to the maximum extent allowed by law, to a waiver of a jury trial.

20. MISCELLANEOUS: Monthly Rent and fees are due on or before the first day of each month by 5:00 p.m. local time. Rent paid after such date and time is delinquent. If all rent and other accrued fees are not paid on or before the date stated in Rent and Fees above, before 5:00 p.m. (Time determined by time at Owner's office), Resident agrees to pay a late charge as stated above. Any payment due must be paid before 5:00 pm on the due date or will be deemed paid late and subject to legal action at that time. Owner's acceptance of rent from any person, not identified as a Resident or an authorized Occupant, shall be deemed to be the payment of rent on behalf of Resident and shall not constitute Owner's consent for said person to occupy or reside in the Premises. Resident agrees that it will not make any payment required by this Agreement in cash. Cash will not be accepted by Owner and any cash payment shall not be deemed to be a valid payment on any obligation under this Agreement. Resident agrees to notify Owner of any request by any agent, employee, or manager to make any payment in cash. No cash payment shall be evidence of any payment required by this Agreement. However, this provision shall not apply to any payments which are made to Owner's attorney pursuant to an eviction or collection matter. Use of a rental payment drop box, if one is provided by Owner, is for Resident's convenience—

the risk of receipt of funds when such box is used is Resident's risk, and not Owner's risk. At Owner's discretion, Owner may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Any check or other instrument returned shall accrue the maximum charges as allowed by law which shall be in addition to the late fees. Owner may without notice require payments in money orders, certified funds or any other method of payment including electronic payments. Acceptance of personal checks and money orders is not required. Owner may require electronic payments to be made through a designated payment portal; and Owner may establish Rules and Regulations governing such electronic payments. Electronic payments are not deemed received if paid after service of an eviction notice. Resident shall notify Owner in writing when paying electronically, other than through an Owner approved online portal. Owner shall be entitled to reject and return any funds paid electronically through any means other than Owner's approved online portal if done so within five (5) days after Resident gives notice in writing of such payment. **Any dispute in amounts due by Resident must be stated in a separate written notice provided to Owner and not merely stated on the face or back of a negotiable instrument.** Such dispute must be mailed to the Owner at the registered agent's office or delivered to the address herein. As used in this Agreement, rent shall mean all obligations of this Agreement (and Addendums) owed to Owner, including but not limited to, monthly rent, late fees, service fees, attorneys' fees, damages, month-to-month fees, utilities, court costs, pet fees, taxes, and security deposits. However, payments shall be deemed to be applied in the following order: first to damages, security deposits, late fees, services fees, month-to-month fees, other fees, court costs, attorneys' fees, any and all other amounts due, and lastly to rent. In the event Owner determines to serve any notice upon Resident due to Resident's failure to pay rent, any nuisance related to Resident's tenancy, or for Resident's violation of this Agreement (including Rules and Regulations), Resident shall be liable to Owner for the Service of Notice Fee stated above. 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 incidental to the leasing of the Premises to Resident and is in addition to any application fee which may be charged. The Eviction Turnover Fee shall be deemed to compensate Owner for costs and time related to preparation of materials for an eviction. The above rental rate is for an unfurnished Premise. Resident's right to possession and all Owners' obligations are expressly contingent on prompt payment of rent. Use of the Premises by Resident is obtained only on the condition that rent is paid on time. Payment of rent shall be an independent covenant and all monies received by Owner shall be applied first to non-rental obligations of Resident, then to the oldest amounts due, regardless of notations. Each Resident does hereby grant to each of the other Residents herein the power to sign documents binding all of the Residents as it may pertain to this tenancy and this Agreement. By this Agreement, each Resident herein grants a power of attorney to each other Resident to bind all Residents as it pertains to this Agreement, Addendums, notices, and pleadings which relate to this tenancy, including the ability to accept service of process and give notices to Owner.

21. **EARLY VACATE:** If Resident does not fulfill the entire initial term (even if such failure is due to eviction by Owner), Resident shall be liable to Owner for the costs incurred by Owner as a result of the early termination. These costs are in addition to the other damages and rent (including future rent) that may be assessed pursuant to this Agreement. They may include, but are not limited to leasing agent costs, advertising expenses, turnover expenses, and such other costs incidental to re-renting the Premises. If Resident vacates prior to the end of the initial term, all future rents under this Agreement shall accelerate and become immediately due. Resident shall additionally be responsible for damages, repayment of concessions, and such other provisions as contained herein. It is agreed that an eviction shall terminate occupancy but NOT the obligations to pay rent and other obligations under this Agreement. It is agreed that termination notices pursuant to an eviction due to non-payment of rent or nuisance shall not relieve Resident from obligations for future rent until such time as the Premises have been re-let or the expiration of the initial term, whichever occurs first. Eviction at the end of a term shall still obligate Resident to pay for the time notice should have been given as required by this Agreement for vacating the Premises. Nothing herein shall change the duties of Resident and Owner to mitigate damages.
22. **OWNER DEFAULT:** Owner agrees to act with diligence to: (a) maintain fixtures, hot water, heating equipment; (b) remain in substantial compliance with accepted federal, state, and local laws regarding safety and sanitation; and (c) make all reasonable habitability repairs subject to Resident's obligation to pay for damages caused by Resident, its guests, third parties, or other occupants. Resident must comply with all obligations under state and local laws relating to notification of Owner and any fit premises laws or ordinances, in order for Owner to be in default.
23. **RESIDENT DEFAULT:** Events of Resident's default shall include but are not limited to: (a) failure to pay any rent, deposits or other amounts agreed to herein or any other sums due and owing by Resident to Owner pursuant to any terms of this Agreement and Addendum; (b) failure to perform all or any part of this Agreement or a violation of this Agreement or any of the rules and regulations adopted by Owner or of any law; (c) Resident's abandonment of the Premises; (d) violation by Resident, an occupant, or any guest of any state, federal, or local law or ordinance including the violation of any such law by an occupant or resident while living in the Premises regardless of where the violation occurs; (e) any illegal drugs or paraphernalia are found in the Premises; (f) Resident and its occupants or guests engage in any of the prohibited conduct described in this Agreement and/or Rules and Regulations; (g) allowing the community property/premises to be named on any listing relating to sex offenders; (h) Resident taking any action or failing to take any action which may jeopardize Owner's status within any good landlord program or any other governmental program or aid; (i) if Resident holds over and fails to vacate on or before the required move-out date (i.e., the end of current Agreement term, the end of the month or any renewal or extension period, or the move-out date agreed to by both parties); (j) the discovery by Owner that any information provided by Resident to Owner, including but not limited to information on the rental application and any other forms completed in connection with the lease of the Premises, was false, fraudulent, or misleading. Resident shall be liable to pay rent for the hold-over period and to indemnify Owner and/or prospective Resident for damages including rental loss, lodging expenses and attorneys' fees. Hold-over rent shall be immediately due on a daily basis and delinquent without notice or demand. Resident shall be liable to Owner for any and all costs incurred as a result of any breach by Resident. Notice of termination of housing assistance by any housing authority (if Resident's qualification included such assistance) shall be deemed a default of this Agreement and grounds for immediate termination and eviction.
24. **ILLEGAL ACTS:** Resident may be evicted from the Premises without further notice or opportunity to cure for any illegal activity conducted by Resident, any occupant, invitee, or guest whether or not such activity is cited by a police authority. It shall be considered

a breach of this Agreement for any Resident or occupant to commit a criminal act on the Premises or elsewhere while an occupant of these Premises. Prior undisclosed or unresolved criminal acts shall also be a breach of this Agreement. Resident has an affirmative duty to fully disclose to Owner all prior criminal activity of all Residents and occupants, including minors. This duty requires Resident to report convictions, pending charges, and plea bargains, and any other criminal activity or proceeding.

- 25. PROHIBITED CONDUCT:** Resident and Occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comforts, health, safety, or convenience of others (including Owner's agents and employees) in or near the community; disrupting business operations; engaging in an gang related activity; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state or local law; discharging a firearm in the community; displaying or possessing a gun, knife, or other weapon in the common areas in a way that may alarm or threaten others; tampering with utilities or telecommunications; bringing hazardous materials into the community; or performing any act or action that will injure Owner's reputation by making bad faith allegations against Owner to any third party.
- 26. REMEDIES:** Owner and Resident agree that every condition, covenant, and provision of this Agreement is material and reasonable. Any breach by Resident of a condition, covenant, or provision of this Agreement will constitute a material breach. In the event of any default or breach by Resident, and at any time thereafter, Owner may at any time thereafter, with or without notice or demand, and without limiting Owner in the exercise of any right that Owner may have by reason of such default or breach: (a) terminate Resident's right to possession of the premises by lawful means; (b) recover from Resident any and all amounts provided by law, including but not limited to unpaid rent and amounts necessary to compensate Owner for any loss proximately and/or actually caused by Resident's failure to perform under this Agreement; (c) the remedies provided herein are not exclusive and Owner may pursue Resident for any one or more of such remedies or any other remedy provided by applicable law; (d) the exercise or failure to exercise any remedy provided herein for any breach hereof shall not be deemed a waiver of Owner's right to enforce any of its rights under this Agreement. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Owner under applicable law. Exercising one remedy will not constitute an election or waiver of other remedies. Owner may also implement reasonable fines for violation(s) of this Agreement and/or Rules and Regulations provided said fines are set forth either in this Agreement or the Rules and Regulations.
- 27. LIEN:** By this Agreement, Resident grants to Owner a security interest in any and all property which is placed on the property of Owner pursuant to Resident's occupancy of the Premises. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other Premises of Owner. The right to execute and take possession upon this security interest shall become effective upon any rent or fees being due and unpaid. Owner shall have the right to retain such property and utilize it to satisfy any monies due under this Agreement. Owner may file a security filing with any governmental agency as notice of this Lien. This security interest shall be deemed effective against all property in the Premises and shall be in addition to any statutory Landlord's Lien. Owner may inspect the Premises any time there is an unpaid balance due for purposes of preparing an inventory of the secured items. Sale of items under this provision may take place with five (5) days written notice to the last known address of Resident. Resident agrees to waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Owner within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Owner.
- 28. ABANDONMENT:** Abandonment is hereby agreed to mean either (a) Resident has not notified Owner that Resident will be absent from the Premises, and Resident fails to pay rent within fifteen (15) days after the due date, and there is no reasonable evidence other than the presence of Resident's personal property that Resident is occupying the Premises or (b) Resident has not notified Owner that Resident will be absent from the Premises, and Resident fails to pay rent when due, and Resident's personal property has been removed from the Premises and there is no reasonable evidence that Resident is occupying the Premises. In the event Resident abandons any property on the property of Owner; such abandoned property may be sold, donated, or disposed of by Owner as allowed by law. This shall include any and all property in the Premises, storage areas, parking lots, common areas, or other property of Owner. As required by state law, Owner will store any property remaining in the Premises after eviction, surrender, or abandonment of the Premises. Owner is not liable for casualty loss, damage, or theft of said property unless otherwise provided by law. Owner shall have the right to retain any abandoned property and utilize it to satisfy any monies due under this Agreement. Sale of items under this provision may take place with five (5) days written notice to the last known address of Resident. Resident agrees to a waiver of notice of the sale, to the sale being a public auction, to the sale taking place at a location determined by Owner within the State, notices to be posted at the location of the sale and listed in the electronic version of any paper within the State, and to be held at such time and day as determined by Owner. Any vehicle deemed abandoned by Owner shall be removed by a licensed towing agency and sold or disposed of according to state law. Any excess funds from the sale of such a vehicle shall be secured by this Agreement.
- 29. ANIMALS:** Resident may not keep, allow, or maintain animals of any kind on or near the Premises for any length of time without the prior written consent of Owner. For any violation of this provision, in addition to Owner's other remedies, Owner may charge and collect the sum of \$50 per day, per violation. All costs of cleaning, de-fleaing or other damage or loss suffered on account of an animal being in the Premises shall be promptly paid to Owner by Resident. Violation of this provision shall be considered an incurable lease violation and will allow Owner to commence eviction on that basis. Resident is required to get approval for any assistance, companion or service animal PRIOR to the animal coming onto the Premises. Resident is also responsible to ensure that its guests, occupants, and invitees obtain prior written approval before bringing an animal onto the premises. Failure to obtain prior approval of any animal is a significant violation of this Agreement which shall allow for eviction. Owner may create and maintain such rules and regulations relating to animals as Owner, in its sole discretion, determines appropriate. Resident shall be responsible for any and all damage caused by an animal in the Premises.
- 30. TAX PASS-THROUGH/FEE INCREASE:** Owner may pass through to Resident a pro-rata amount of the property taxes assessed

against the entire premises. Such amount shall be billed monthly and be deemed to be part of the rent due each month. Owner shall inform Resident of the assessment at the commencement of the term (or may commence such assessment at any time with thirty days' notice) and may increase such assessment upon thirty (30) days written notice. Owner may utilize any such formula for pro-rating the tax assessment provided that the aggregate amounts billed to all residents may not exceed the actual property tax. This shall not be deemed payment of a tax by Resident, but an additional fee provided for under this Agreement. If, during the Agreement term, taxes (non-property), utilities, governmental fees, or other common expenses paid by Owner increase in any year in excess of five percent (5%), Owner may increase Resident's monthly rental amount in a pro-rata amount (formula to be determined by Owner) with thirty (30) days written notice. In addition, if any utility or governmental entity creates a new fee, tax, or assessment at any time during the tenancy, such amount may be assessed directly to Resident in a pro-rata amount as stated herein or as otherwise assessed by such entity. Business license fees may be directly passed on to Resident as they are imposed by any municipality. Payment of such amount is due five (5) days after Owner sends the billing. Owner may not assess Resident an amount greater than Owner is assessed. Owner may make any such assessments based upon a reasonable formula that requires one hundred percent of the new assessment to be paid by the Resident. In addition, if Resident is on any housing assistance and the amounts allowed to be charged under any governmental program increases during the Agreement term, Owner may, with proper approval from the governmental agency, increase the monthly rental in accordance with the program increases. Resident shall be given a thirty (30) day notice of such increase.

- 31. UTILITIES:** Resident shall be responsible for the payment of utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, administrative fees or costs associated with utilities and services and related billing costs or billing, and the method of billing, metering, or otherwise allocating the cost and charges to Resident for utilities and services, unless agreed to otherwise in writing. Utilities shall be used for ordinary household purposes only. Resident must not allow utilities to be disconnected—including disconnection for not paying utilities. All utility services 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. Resident shall be responsible for its own telephone service, media service (unless specifically stated otherwise), internet, and any other optional service which may be deemed a utility. Resident must obtain prior written approval to install a satellite dish and sign an addendum to this Agreement. Resident shall establish utilities in its name immediately. If Resident fails to establish utilities, Owner may at its option terminate this Agreement or bill Resident a handling fee of \$50 per utility per month. Resident remains liable for the utility billing and must make payment upon demand. Owner may establish a policy for payment of pro-rating utilities that are not directly metered, including but not limited to sewer, electric, gas, and water and may charge Resident a monthly administrative fee for such utility billing. Although not a utility, Owner may implement fees, restrictions, and policies for trash and waste removal.
- 32. PESTS:** It is acknowledged that most pest problems result from the actions of tenants and that such problems often cannot be detected by Owner. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that are brought into the Premises or upon Owner's property are free from any type of pest infestation including but not limited to bed bugs, mice, lice, and cockroaches. Resident warrants and represents that none of the items brought onto Owner's property or within the Premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it warrants to Owner that no infested items will be brought into the Premises or on Owner's property. Resident agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness and clutter of the Premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, lice, and moths. Resident agrees to assist in enforcement of this provision by reporting to Owner any violations. Resident agrees to notify Owner immediately of any infestation or sighting of any pests within the Premises. Resident may, upon written approval of Owner, hire any licensed and bonded pest control/extermination company to remedy such infestation but shall notify Owner prior to such company entering the Premises. All costs related to resolution of any pest problem shall be the responsibility of Resident. In the event it is necessary for Owner to obtain pest control for another unit, a whole building, or the entire community, Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem and shall be responsible for the full cost if the infestation is a result of Resident's actions or inactions. It is agreed and acknowledged that a pest problem may spread to other units. Failure of Resident to notify Owner and take appropriate action may result in additional units becoming infested. Owner may require that Resident use specific pest control entities. All costs relating to resolution any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. Resident agrees that it shall indemnify and hold harmless Owner from any and all damages relating to pests within the Premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.
- 33. SALE OF PROPERTY:** In the event Owner sells the premises, Owner may terminate this lease within thirty (30) days written notice. Such notice may be given at any time after Owner has entered into a final earnest money agreement with a bona fide third-party purchaser. Resident agrees to allow inspection of the premises by potential buyers provided Owner or its agent gives at least twenty-four hours' notice. However, such inspections shall not be of such a frequency to interfere with the peaceful enjoyment of the premises by Resident.
- 34. SMOKING:** Unless specifically allowed in the Rules and Regulations, all smoking is prohibited. "Smoking" means inhaling, exhaling, breathing, or carrying any lighted product, including but not limited to, cigarette, cigar, pipe, vapor smoking product/e-cigarette, other tobacco product, similar lighted product, marijuana, and other illegal substances, in any manner or in any form. If smoking is allowed on the Premises, it shall be governed by the Rules and Regulations. However, Owner may restrict smoking altogether at any time. Resident waives any right to a cause of action for a nuisance pursuant to Utah Code 78B-6-1101(3) (smoke and secondhand smoke) and holds Owner harmless for any damages relating to smoke. Resident acknowledges that it has been informed that smoke from

outside the Premises or from adjoining premises may drift into the Premises. Resident specifically agrees to abide by the smoking policies of Owner which may prohibit smoking. This waiver shall apply to all residents, occupants, guests, and minors. Secondhand smoke is defined as a nuisance and may be a cause for eviction. Resident acknowledges that smoking damages the Premises and agrees to pay for any such damage.

- 35. INSURANCE:** Resident shall be obligated to maintain liability insurance for Owner. Minimum coverage is required in the amount of One Hundred thousand Dollars (\$100,000.00) for damage to Owner's and third party's property with the provisions covering at least perils of fire, explosion, sewer backup, smoke, and accidental water discharge. Owner shall be named as an additional insured or listed as an interested Party on Resident's policy. Such policy shall be written as a policy not contributing with and not in excess of coverage which Owner may carry. It is agreed that Owner carries insurance for its protection and that Resident is not a beneficiary of such insurance. None of Resident's rent is considered to pay for Owner's insurance. Resident shall be responsible to Owner for all costs of repair for damages as stated herein and within this Agreement regardless of insurance that Owner may carry. Failure to have and maintain renter's insurance as required herein shall be deemed a significant breach of this Agreement. Resident shall provide evidence of insurance upon demand by Owner within 3 business days. In the event Resident fails to maintain renter's insurance, Resident shall be liable to Owner and such other Resident's for any and all damages sustained due to Resident's negligence, actions, inactions, or such other events as may cause damage. Resident acknowledges that Owner shall not be liable for damages caused to it or its property due to the actions or inactions of other residents, including such resident's failure to maintain insurance. Owner may, by Addendum, require other means by which Resident will be required to fulfill this obligation. Owner may charge administrative fees/costs associated with assisting Resident in fulfilling the obligations in this provision.
- 36. OWNER'S AGENT:** Owner may be represented by a real estate licensee (agent) who is subject to the provisions of the real estate laws of the State. It is acknowledged and agreed that such agent for Owner only acts for Owner and is not representing Resident in any capacity. Resident acknowledges and understands that such agent, unless otherwise stated in writing, represents Owner as a fiduciary and that Resident is only being treated as a customer of Owner. All obligations of this Agreement are the responsibility of Owner not its agent. Owner may have such agent act on its behalf but such action shall not grant to Resident any rights as against agent. Any agent for Owner shall accrue and benefit from the covenants, waivers, releases, and indemnifications contained in this Agreement to the same extent as Owner. Resident understands that if an agent is involved in the transaction, that they have received written authority to act in all matters concerning this tenancy as Owner's authorized agent and represents Owner as fiduciary. Resident acknowledges they have chosen not to obtain a real estate licensee to represent them in this transaction.
- 37. ARBITRATION:** Resident and Owner agree that all claims in tort between Owner and Resident (including any occupant) shall require mandatory arbitration. Such arbitration to be conducted according to the terms and conditions of the Utah Uniform Arbitration Act (UUA). Notices required by the UUA shall be served upon Owner by certified mail to its registered agent and upon Resident by mailing certified mail to its last known address. To the extent allowed by law, demand for arbitration must be made within one hundred eighty (180) days of the earliest of when the claim, dispute, or occurrence arises. Nothing in this provision shall be deemed to obligate Owner to arbitrate statutory or contract claims nor restrict Owner's right to proceed in the Courts for any breach of contract, debt collection, or eviction as allowed under Utah law.
- 38. CLASS ACTION:** Resident acknowledges and agrees that it does hereby waive its ability to participate in any way in a class action claim against Owner, its management company, attorneys, agents, and assigns. Participation includes but is not limited to being a class representative, Plaintiff in a class action, being a member of the class, or assisting any class representative or member. While Resident is not waiving any right(s) to pursue claims against Owner related to Resident's tenancy, any and all claims allowed by this Agreement may only be filed by Resident in its individual capacity. Resident does expressly waive any and all rights and ability to bring, join, represent, participate, or otherwise maintain a class action or similar proceeding as against Owner, its agents, assigns, and attorneys in any forum. If any portion of this waiver is deemed unenforceable the parties agree that it should be narrowly construed to maintain as much of the waiver as possible under the law. This waiver survives the termination of the Agreement.
- 39. OTHER OBLIGATIONS/CONDITIONS: Specific Maintenance Obligations**

In addition to any and all obligations contained in the Residential Rental Agreement, and in addition to the general regular maintenance of the premises, the following are specific obligations of Resident concerning the maintenance of the premises. In all circumstances, maintenance and repairs stated herein and in the Residential Rental Agreement must be performed in a workmanlike manner and done on a consistent and timely basis. It is the intent of the parties that the premises have appropriate appearance, cleanliness, and be well maintained. All costs of maintenance shall be the responsibility of Resident unless specifically stated otherwise.

Move-in Discounts-Concessions Subject to completion of the terms of this Agreement, Owner shall grant to Resident the following discounts:

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

Owner's Address for Notices:

Community Name (Owner) _____

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

Telephone _____

Resident's Email Address/Cellular Number for Notices:

I acknowledge and agree that the below email(s) and cellular number(s) may be used as stated in the Agreement. I own and control these email(s) and cellular number(s) and consent to their use for private and privileged communications as stated herein.

Email addresses: _____

Cellular numbers for text messages: _____

This is a binding legal document.

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

RESIDENT: (All Resident(s) Must Sign)

OWNER OR OWNER'S REPRESENTATIVE

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____



ANIMAL (Pet) AGREEMENT

This Animal Agreement is entered into the date below and shall be considered an addendum to the Residential Rental Agreement between the parties. ***This agreement is not for Assistance Animals.*** This agreement is for the below described animal residing in the Premises located at:

In consideration of their mutual promises, Owner and Resident agree as follows:

Animal Deposit \$ _____ Animal Fee \$ _____ Monthly Animal Rent \$ _____

a. Animal Fees: Resident shall pay to Owner an additional Deposit as stated above. Such additional deposit amount to be treated as any other deposit of Resident according to the terms of the Residential Rental Agreement. Resident shall pay a one-time non-refundable animal fee as stated above. Such fee shall not be applied to any damages done by the Animal. Resident shall pay additional monthly rent as stated herein so long as this agreement/addendum shall remain in effect. Upon removal of the animal from the premises, Resident may terminate this agreement with thirty days' notice. However, there shall be no pro-ration of the additional rent for that month and the additional security deposit shall remain until Residents vacate the premises. Once paid, fees are non-refundable. Deposits shall be retained until Resident vacates the premises or used according to the terms of this agreement and the lease.

b. Description of Animal: The Residential Rental Agreement covering the Premises provides that no animals are permitted on or about the Premises without Owner's prior written consent. No other animal (including any offspring) shall be permitted by Residents in the Premises at any time. Residents are hereby permitted to have only the Animal described herein, subject to the terms and conditions of this Animal Agreement (additional animals require separate Animal Addendums, fees, deposits and rent). The Attached Animal Identification Form must be filled out in addition to the information below:

Name of Animal: _____ Type of animal: _____ Breed(s): _____

Date of last rabies shot: _____ City of license: _____ License #: _____

Name of Animal owner: _____ email _____ @ _____ . _____

Animal's Veterinarian: _____ Telephone # _____

Emergency Contact for Animal _____ Cell # _____

c. Residents agree to abide by the following rules and those others as may be promulgated by Owner as part of the Rules and Regulations:

1- Nuisance. The Animal may not cause any damage to the premises. Nor may the Animal cause any discomfort, annoyance, or nuisance to any other resident or to Owner. Determination of what is a nuisance shall be at the sole discretion and opinion of Owner. Any aggressive behavior, attacks, or biting by the animal shall be a violation of this agreement and of the Residential Rental Agreement.

2- Sanitary Problems. All dogs and cats must be housebroken. The Animal may not be fed or given water, or allowed to urinate or defecate, on any unprotected floor covering inside the dwelling unit. Residents shall immediately remove and properly dispose of all Animal waste on the grounds. Resident agrees to pay a fee/penalty of \$200 each time it is determined that Resident fails to properly remove and dispose of animal waste on the premises for any animal that it is in possession of or for which it has executed an agreement. Such shall also be grounds for termination of this agreement.

3- Prohibited Areas. The Animal shall not be permitted in the laundry room, pool area, clubhouse, amenities, or other recreational facilities or areas. In open common areas all animals must be on a leash. Any animal may be restricted by Owner from any area for any reason. Owner may determine to restrict other areas or to only allow animals in specific areas.

4- Abandonment. Residents may not abandon the Animal, leave it for any extended period without food or water, or fail to care for it. The Animal may not be left in the premises while Resident has left for more than 10 hours. Leaving the animal for any period of time may be a violation if the animal becomes a nuisance while unsupervised. Owner may remove the animal and have it placed with the appropriate governmental agency or with the humane society if the animal is abandoned, creating a nuisance, violating the community regulations, or left in violation of this agreement.

5- Compliance with Laws. Residents agree to comply with all applicable governmental laws and regulations. Resident is responsible to

know the community rules and regulations as it applies to animals. Owner may implement other or new rules for animals at any time which it is agreed Resident will be responsible for abiding by immediately upon implementation.

6- Restricted Breeds. Owner reserves the right to restrict breeds and types of animals. Currently restricted animals include all dogs that are full or partially: Pit Bull, German Shepard, Doberman, Rottweiler, Akitas, and mastiffs. Others may be added. Owner may also restrict size and weight.

7- DNA Testing. Owner may determine to implement DNA testing of animals. Resident agrees to abide by the terms of any testing implemented by Owner including paying such costs of registration of the animal's DNA.

d. Owner's remedies for violations

1- Removal of Animal by Residents. If, in Owner's sole judgment, any rule or provision of this Animal Agreement is violated by Residents or their guests, Resident shall immediately and permanently remove the Animal from the premises upon written notice from Owner.

2- Removal of Animal by Owner. If, in Owner's sole judgment, Residents have abandoned the Animal, left it for any extended period without food or water, the animal is creating a nuisance, the animal is violating the community regulations, Resident has failed to care for it, or left it unattended in violation of the rules herein, then Owner may, upon written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry of the Premises, enter the dwelling unit to remove the Animal, and turn the Animal over to a humane society, responsible party, or local authority. Owner shall not be liable for loss, harm, sickness, or death of the Animal unless due to Owner's gross negligence. Owner shall not be liable for any costs associated with the animal due to its removal or retrieval. Owner has no lien on the Animal for any purposes, but Residents shall pay for reasonable care and kenneling charges if the Animal is removed in accordance with this paragraph.

3- Cleaning and repairs. Residents shall be jointly and severally liable for the entire amount of all damages caused by the Animal. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. It is agreed that Resident shall be liable for replacement cost.

4- Injuries. Residents shall be strictly liable for the entire amount of any injury to any person or property caused by the Animal, and shall indemnify Owner for all costs of litigation and attorney's fees resulting from same. Owner may share information about the ownership of any animal with any person making a claim relating to the animal.

5- Move-out. After Residents vacate the Premises, they shall reimburse Owner for the cost of de-fleeing, deodorizing, and shampooing necessary to protect future residents from possible health hazards, smells, or pests.

6- Other remedies. This Animal Agreement is an Addendum to the Lease Agreement between Owner and Residents. If any rule or provision of this Animal Agreement is violated, Owner shall in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof, including but not limited to eviction, damages, costs and attorney's fees.

This Addendum may be terminated by Resident with thirty days' notice after the removal of the animal. Deposits shall be retained until the end of the occupancy and be deemed additional deposit. Owner may terminate this agreement with thirty days' notice. The animal fee is non-refundable once paid. Monthly fees may terminate once appropriate notice is given.

The terms and conditions of this agreement are agreed to and acknowledged to become part of the Residential Rental Agreement. The Undersigned Resident agrees to allow Owner or its agents to take the above animal to the named veterinarian for any medical purpose or if found unauthorized within the community to any humane society, shelter, or kennel. The undersigned Resident agrees to pay all costs relating to medical care for the animal or shelter for the animal and to indemnify Owner from all liability and costs relating to the animal. Resident agrees to abide by any and all Rules and Regulations as may be promulgated from time to time by Owner and to those Rules and Regulations that now exist.

Dated _____

Resident: _____

Print Name: _____

Resident: _____

Print Name: _____

Approved by:

Owner: _____

Dated _____



Animal Identification Form

Type of animal _____ Breed _____

Age _____ Approximate Weight _____ Color _____

Describe any special training or certifications _____

Has the animal ever been reported to authorities (police, animal control) for any incident or for any reason?

_____. If yes, please provide details.

Animals may not be in the common areas of the community unless on a leash or an approved device based upon the animal's certification.

Animals may be restricted from specific areas.

The animal's owners are responsible for cleaning up after the animal and for any damage done by the animal.

Animals may not disturb the peaceful and quiet enjoyment of the other tenants.

The Community may have other regulations and rules relating to animals.

I affirm that the animal is in compliance with all state and local laws concerning animals.

I have read the rules and regulations concerning animals (both above and those policies of the community), and agree to their terms.

Resident's signature

Dated

Please provide a photo of the animal.



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Pest Addendum

This addendum is entered into on the date below between the parties signed below. It is intended to be a part of the Residential Rental Agreement between the parties for leasing a residential rental unit.

Resident(s) _____

Premises _____

Resident has inspected the premises and acknowledges that it is free from pests and infestations.

**RESIDENT AGREES NOT TO BRING INTO THE PREMISES ANY PESTS OR MATERIALS THAT MAY CONTAIN PESTS
RESIDENT AGREES TO MAINTAIN THE CLEANLINESS OF THE PREMISES TO DISCOURAGE PESTS**

It is acknowledged that most pest problems result from the actions of residents and that such problems often cannot be detected by Owner. Resident acknowledges and warrants that any and all furnishings, clothing, food items, and other materials that are brought into the premises or upon Owner's property are free from any type of pest infestation including but not limited to bed bugs, mice, and cockroaches. Resident warrants and represents that none of the items brought onto Owner's property or within the premises have been exposed to such pests and that all such items have been inspected by Resident. Resident agrees that during its tenancy, it will warrant to Owner that no infested items will be brought into the premises or on Owner's property.

Resident agrees that it will be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which are either brought in by Resident, its guests, occupants, or others (intentionally or not). Resident further agrees to be responsible for all costs relating to removal, extermination, control, cleanup, and management of pests which exist or whose existence is supported by the actions or inactions of Resident, particularly issues relating to cleanliness of the premises. Pests include but are not limited to cockroaches, bed bugs, mice, ants, and moths.

Resident agrees to assist in enforcement of this provision by reporting to management any violations. Resident agrees to notify Owner immediately of any infestation of any pests within the premises. With prior written approval of Owner, Resident may hire any licensed and bonded pest control/extermination company to remedy. Owner may require that Resident utilize the services of certain pest control companies. All costs related to resolution of any pest problem shall be the responsibility of Resident. In the event it is necessary for Owner to obtain pest control for another unit, a whole building, or the entire community, Resident agrees that it will pay its pro-rata share of the costs relating to such pest control regardless of the source of the pest problem.

It is agreed and acknowledged that a pest problem may spread to other units. Failure to Resident to notify Owner and take appropriate action may result in additional units becoming infested. All costs relating to resolution any pest infestation that is caused or exacerbated by Resident shall be paid by Resident. These costs include but are not limited to actual costs of pest control/extermination, loss of rents, replacement of infested/damaged materials, and any such other costs as may be incurred. Violation of this provision is grounds for eviction. Resident agrees that it shall hold harmless Owner from any and all damages relating to pests within the premises; extermination, control or cleanup of pests; damages to personal property from pests; and any and all other damages relating to pests, regardless of their source.

Dated this _____

Resident

Owner or Owner's representative

Resident



No-Smoking Policy Lease Addendum

This No-Smoking Policy Lease Addendum (“Addendum”) is hereby incorporated into the Residential Rental Agreement (“Agreement”). A breach of this Addendum shall give each party all rights contained herein, as well as rights in the Agreement. It is effective the date of the Residential Rental Agreement.

1. Purpose of No-Smoking Policy. The Parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking.

2. Definitions:

“**Smoking**” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

“**Electronic Smoking Device**” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purposes of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

3. No-Smoking Community. Resident agrees and acknowledges that the Premises has been designated as a no-smoking living environment. Premises includes all areas controlled by Owner including but not limited to common areas, clubhouse, parking lots, sidewalks, breeze ways, stairs, and other public areas owned by Owner. Smoking in a vehicle on the premises is a violation. Nor shall Resident permit any guests/visitors to do so. It is the intent that this policy be broadly inclusive.

4. Resident to Promote No-Smoking Policy and to Alert Owner of Violations. Resident shall inform Resident's guests/visitors of the no-smoking policy. Further, Resident shall promptly give Owner a written statement of any incident where secondhand smoke is migrating into the Resident's Premises. Resident is responsible to ensure that its guests and invitees are aware of and abide by this policy.

5. Effect of Breach Smoking of any kind or any violation of this policy shall be deemed a significant breach of the lease. Owner is not required to give any warning or notice to mitigate this breach. Owner may implement fines of Two Hundred Dollars per violation. Resident shall be responsible for the fine, damages, and may still be subject to eviction.

6. Disclaimer by Owner. Resident acknowledges that Owner's adoption of a no-smoking policy and the efforts to designate the community as no-smoking do not in any way change the standard of care that the Owner would have to Resident to render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does



not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Owner's ability to police, monitor, or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests/visitors. Owner shall take reasonable steps to enforce the no-smoking policy. Owner is not required to take steps in response to smoking unless Owner knows of said smoking or has been given written notice of said smoking. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Addendum than any other Owner obligation under the Agreement.

7. Effect on Current Residents. Resident acknowledges that current residents residing in the community under a prior Agreement will not be immediately subject to the no-smoking Policy. As current residents move out, or enter into new Agreements, the no-smoking policy will become effective for their Premises or under the new Agreement.

RESIDENT

OWNER



GENERAL ADDENDUM & RULES & REGULATIONS Utah Residential Rental Agreement



Read the entire document carefully before signing.

PROPERTY SOLUTIONS OF UTAH, PLLC (D.B.A UTAH PROPERTY SOLUTIONS) IS A UTAH LICENSED PROPERTY MANGEMENT COMPANY AND IS AN AGENT FOR THE OWNER OF THE PROPERTY.

DEPOSITS, VIOLATIONS AND OTHER FEES (where applicable):

(This section is intended to summary the most common fees or charges. Please review the lease in it's entirely for all applicable charges/fees)

Non-Refundable Security Deposit:

(This amount of the security deposit becomes non-refundable and withheld from your deposit at the time of the security deposit disposition. Typically, within 30-day from move out. It is not applied toward anything. Any deductions and/or repairs will be withheld from the refundable portion of the security deposit.)

<\$,1000 RENT: \$200
\$1,000 - \$1,999: \$300
\$2,000 - \$2,999: \$400
\$3,000 - \$3,999: \$500
>\$4000: \$750

(Additional non-refundable deposit may be require based on application, pets, etc.)

Tenant Administration Fee: \$19.50

Lease Renewal: \$145

Lease Initiation Fee: \$115

Service of Notice Fee (notice posting): \$145

Pet Inspection Fee: \$125 per year

Unauthorized Pet(s): \$150 per occurrence, per pet plus S \$50 per day

Lease Change or Redraft Fee: \$250 per change

Utility Non Compliance Fee: \$50/day

Rush Move in (within 72 hours): \$250

General Lease Violation: \$150 per occurrence, \$200 second occurrence, \$300 any additional occurrences

Clubhouse, Pool or Gym Key: \$200 in addition to the amount charges by the HOA.

Month to Month Fee: 10%

(Leases are not allowed to be month-to-month during the blackout months of NOVEMBER to JANUARY of each year. Leases may be required to renew within in this period)

Non-Compliance for Inspections: \$50/day

(Residents have 10 business days upon request to schedule an inspection. Failure to schedule and meet us for an inspection will result in a daily violation fee or \$50/day).

Stand Up Charge: The vendor charge, plus \$100

(No show or cancel within 24 hours of appointment)

Lease Buyout: 3 times the monthly rent PLUS 30 days written notice.

(Buyout requests may or may not be approved by the company and/or the owner)

Security Deposit Charge: 12%

(We charge a markup on resident related items needed to be repaired upon move out.)

Late Fee: 10% of the total rent amount

Dirty Furnace Filter Upon Insp.: \$150/filter

Pet Initiation Fee: \$115

Eviction Turnover Fee: \$250

Holdover Fee: 5% of rent per day

Check Processing Fee: \$35/check

Non-Sufficient Funds Fee: \$35

Garage Door Remote Replacement: \$150

Utility Non Transfer: \$50 per day

RULES, REGULATIONS AND OTHER INFORMATION:

INSPECTION & CHECK IN- An inspection has been made to ensure that appliances, furnishings, heating, plumbing, air conditioning (if provided), and electrical service are in satisfactory condition prior to your moving in. When you sign your lease and move in you demonstrate your acceptance of your rental as habitable. **Generally, your home or apartment is rented as-is. Any requests for changes from present condition must be negotiated and put in writing prior to signing the rental agreement!**



BUSINES HOURS & RENTAL PAYMENTS- Normal business hours are from 9:00 a.m. to 5:00 p.m., Monday through Thursday and 9:00 a.m. to 4:00 p.m. on Friday. These are business hours, not office hours. **Office appointments are by appointment only.** You can drop off rent checks, maintenance requests, etc. through the slot in our front door 24 hours a day. If you need to meet with someone in person, *please call in advance for an appointment.* Drop-in interruptions are inconvenient for those with an appointment. Please address all correspondence and make all checks payable to **Property Solutions of Utah** to ensure proper delivery and credit. We do not send monthly statements. If you have a question about your account, please access your online tenant portal or call the office at 801-701-8033. **WE DO NOT ACCEPT CASH OR PERSONAL CHECKS. THERE IS A \$35 PROCESSING FEE FOR CHECKS.** Cash or personal checks are not accepted for payment of rent or related fees.

PHONE- Please call the management office at 801-701-8033 if you have questions. Due to the volume of calls we receive each day, we are not always immediately available. We will usually return calls the same day or next business day, so please listen carefully and leave a detailed message when requested.

MAINTENANCE REQUESTS- ALL MAINTENANCE REQUESTS MUST BE IN WRITING as stated in your lease! **We do not provide 24-hour maintenance.** If you have a maintenance problem, call 801-701-8033. You may be asked to leave a message and/or given additional instructions. All requests are handled as quickly as possible; however, the most serious problems are given first priority. You will be billed for any charges that are your responsibility as outlined in the lease, rules and regulations. **Tenant is responsible for any charges/damage incurred for missed or rescheduled maintenance appointments.**

EMERGENCIES- Call 911, if appropriate! If a Property Threatening or Life-Threatening Emergency arises and you are unable to reach someone at 801-701-8033, **leave a message describing the problem**, then call for outside help. **First**, try calling a recommended utility or contractor number listed below. You will be held responsible for all charges above day rates if outside help is used for a non-emergency. You may also be responsible for all charges if you don't leave us a message prior to making repair arrangements. Refer to the fit premises ordinance for your rights & obligations.

LEASE PROVISIONS- Lease agreements will be strictly followed. All rent and level billing utility charges must be paid on or before the due date as stated in your lease. A late charge will be assessed if amounts due are not received by 5PM on the 5th day of each month – NO EXCEPTIONS! A 3-day eviction notice may be served any time after rent is past due. Thirty (30) days written notice prior to the end of the month (one full rental period) is required prior to move-out *even if verbal notice is given*. A full month's rent may be charged if notice is given after the fifth day of the month. Communication with the office is the best way to avoid most problems. Month-to-month fees are outlined in the lease and/or in this document. The lease agreement goes into effect with the next rent payment after lease expiration.

LEASE CANCELLATION- A lease cancellation/buy out may be approved however, there will be a fee of 3 times the monthly rent, plus a 30-day written notice.

PROPERTY MARKETING: Upon the ending of the lease, management company may start to market the property for rent upon receiving the proper 30-day written notice. Tenant agrees to cooperate and allow showings with no less than 24 hours' notice.

HOA RULES AND REGULATIONS & CC&Rs- Resident(s) agree to abide by the covenants and rules and regulations of the community management association (HOA), which may already be in place or which may become in place during the occupancy. Residents will be required to pay any fees assessed by the Association as a result of failure to comply.

CONTACT WITH OWNER- Resident shall not contact the Owner. We have been hired by the Owner to handle his/her affairs regarding this property. **Direct owner contact shall result in immediate termination of your lease agreement.**

SECURITY & ADDITIONAL DEPOSITS- This deposit is not automatically used for last month's rent. Refundable portion of your deposit will be returned if all lease obligations have been met (i.e. lease term fulfilled, written notice to vacate given, no damage to residence, proper care of grounds, no monies due, Notice of Non Renewal or Notice of Intent to Vacate is completed and move out instructions



have been signed, etc.)

RESIDENT RESPONSIBILITIES-

PLEASE REFER TO LEASE AGREEMENT IN ADDITION TO THIS DOCUMENT. In addition to, resident is responsible for all repairs under \$50.00, excluding major plumbing, electrical, and/or other items requiring a licensed contractor. Resident is responsible for cost of clearing any clogged drains (with the exception of tree roots or other not caused by Resident's use). Resident is to keep the premises clean and sanitary to avoid pest problems. Residents are responsible for pest control and/or extermination services on the premises, as needed. Resident shall notify manager immediately of any evidence of termites or any hazardous conditions and condition in writing.

In all circumstances, maintenance and repairs stated herein and in the Residential Rental Agreement must be performed in a workmanlike manner and done on a consistent and timely basis. It is the intent of the parties that the Premises have appropriate appearance, cleanliness, and be well-maintained. All costs of maintenance shall be the responsibility of Resident unless specifically stated otherwise.

- Fireplace: Fireplace setup and ongoing maintenance. Owner is not obligated to provide and may restrict usage
- Air Filters: Resident is solely responsible for purchasing/changing air filters on heating/cooling units every 60 days to allow for proper heating and cooling. New filter is required upon move out. Failure to do so will result in furnace or air conditioner issues. Issues caused by failure to replace filters will be the responsibility of the resident
- Telecomm: Phone, internet, cable and all low voltage telecom lined both inside and outside of premises
- Carpet Cleaning: Resident will have carpets vacuumed regularly and professionally cleaned yearly at their expense (truck mounted cleaning companies only). Upon move-out, Owner will clean carpets at Residents expense using a portion of any security deposit.
- Plumbing: Clogged toilets and sinks. Leaky faucets, shower heads, water spigots not reported within 7-days of move-in.
- Garage Door Remotes and Sensors
- Water Softener & Osmosis: Maintaining, servicing, etc. Owner is not required to replace if broken or damaged.
- Windows & Window Coverings: Window and screen cleanliness and operations. Broken windows and torn screens are Resident's responsibility.
- Light Bulbs & Smoke/CO2 Detectors: Residents are required to provide and change all bulbs and batteries to smoke detectors within the premises, no matter where they are located, at their expense.
- Pests: Resident is responsible for remedying and/or ordering the extermination of bugs, mice, spiders flies, ants, indoor and outdoor rodents, etc. unless reported within 7 days of occupancy of the Premises.
- Landscape & Yard Maintenance: Unless specified differently in the lease, Resident shall maintain the yard and exterior grounds at Resident's own expense including; keeping the lawn mowed, raked, edged, free of weeds, and healthy (no burnt/dead grass); shrubbery, and trees trimmed/pruned; walkways free of dirt and debris. **Resident shall keep yard and exterior in good condition as herein described and may not rely upon any claim that the yard/exterior were in less-favorable condition when the tenant Resident moved in. This obligation shall continue through the last day of the terms of the lease. Resident to pay for any replacement cost of any dead, damaged, or missing plants and landscaping. In the event Resident fails to maintain the lawn and landscaping, Owner in its sole discretion may cause such to be maintained and shall be entitled to reimbursement from Resident for the cost incurred in such maintenance. All costs of such maintenance shall be the responsibility of Residents.** Snow/ice removal is Resident responsibility unless otherwise agreed upon by Owner in writing. If the option is selected for Owner or HOA to maintain exterior including snow removal, Resident will still be responsible for using ice-melt as needed to keep the walks and driveways free of ice. In the event the HOA or Owner do not perform, change policy, or discontinues this service, Resident shall be responsible for maintenance as described herein.
- Swimming Pool/Hot Tub (if applicable)
- Sprinkler System: Resident is responsible for maintaining the sprinkler system and for repairing/replacing and damaged/broken sprinkler heads (except those reported within 7 days of occupancy or broken at time of move in) and to maintain proper flow of water and watering schedules as the premises requires to be maintained.
- Faucet & Hose Bibs: Resident will disconnect water hoses from the outside faucet in the Fall/Winter. Failure to do so may trap water inside the faucet and cause it to freeze and break. If breakage occurs, even while the house is empty and residents have possession of the keys, Resident will be responsible for the damage and repairs. This applies also if utilities have been disconnected and keys have not yet been turned into the office.



Maintenance Trip Fees: In the event Owner or Owner's contractors have scheduled maintenance to be completed with Resident, by Resident providing access to and making certain arrangements to provide access to Owner or Owner's contractors, and Resident does not allow access or without notice, not reschedule and such appointments, Resident agrees to pay or reimburse owner for any such trip charge as such is billed by Owner to Resident or by Owner's contractors to Owner.

KEYS- It is necessary for the management to have keys to your home in case of emergency. No special locks or deadbolts are allowed. There will be a charge for lost door and mail keys. There is an entrance charge of \$350.00 if you must be let in during business hours. If you are locked out after hours it is your responsibility and expense to contact a locksmith to let you in. It is recommended that you keep a spare key. **Amenities:** A deposit equal to replacement cost may be charged to use pool key/tags, etc.

NOISE AND NUISANCE- Please respect the privacy of your neighbors regarding loud TVs, stereos, radios, guests, slamming doors, pets, etc. Noise within your unit should not be audible outside. Avoid loud outdoor activities at night. If you are in a multiple-units building, laundry facilities may not be used before 8:00 a.m. or after 10:00 p.m. **IMPORTANT: Disturbance and/or nuisance complaints are grounds for termination of your rental agreement!**

WATER BEDS, FISH TANKS and OTHER LARGE LIQUID CONTAINERS:

Water beds, fish tanks or other large liquid containers over 10 gallons in capacity shall not be allowed in the premises without the express written consent of the owner. If consent is provided, Resident shall be fully responsible for any water damage that may occur to the premises.

PARKING- Parking areas are to be used for vehicles belonging to or used by residents only. Please do not park in stalls or areas assigned to other residents. All unmarked parking is unassigned. Do not park in fire lanes or block trash receptacles. Residents must register all vehicles. Use of this area for any other purpose (such as parking or storage of boats, large trucks, buses, trailers, or motor homes) is expressly prohibited. **Vehicles are not to be repaired on the premises.** Vehicles that are improperly parked, are not "street legal," or are in disrepair may be towed at the vehicle owner's expense. Make sure all vehicles are registered with the office for your protection. Residents with multiple vehicles and/or guests may have additional parking restrictions in some buildings due to limited parking space available. No parking in areas not meant for parking, please!

UTILITIES- Utilities that are your responsibility are outlined in the lease (i.e. gas, electric, water/sewer/garbage). Resident must sign up for applicable services as of the effective date of the attached lease. **If utilities are not transferred promptly, you may be charged \$50 per day for not transferring the utilities.** For all utilities set up on a level billing through our office, usually water/sewer/garbage, the monthly amount due will be set up at the time of your lease. These amounts are due in advance each month and must be paid with your rent. Level utility charges are based upon actual usage and are adjusted periodically with a written notice advising of any changes in your payment amount. Late fees will apply to any utility charges that are not paid on time. All funds received are applied to the oldest charges first.

GENERAL CARE AND MAINTENANCE:

ALTERATIONS/ADDITIONS/IMPROVEMENTS- No modification of walls, shelves, or closets may be made without prior approval. It is permissible for you to hang pictures, mirrors, etc., on sheetrock walls in your home, but use small hanging nails only. Do not use any type of foam stick-on hooks or hangars. **Absolutely no nails are to be driven into plaster walls (use canvas adhesive hangars designed for plaster).** **If in doubt about what type of walls you have, contact the office.** Please use a cutting board rather than chopping and cutting on kitchen countertops. **Waterbeds and Trampolines shall not be allowed.** Utilize existing telephone outlets. Owner or Agent does not service phone or cable wiring. Initially, it may be wise to set up these services with their line repair coverage until you are assured that all is in working order. Additional wiring, or drilling for wiring, is prohibited without prior authorization. Any approved modifications shall be Resident's expense. Contact paper is not to be used on walls, shelving, or appliances, no exceptions. Other similar products are available that are removable. No stickers or decals on refrigerators.

HAZARDOUS OR DANGEROUS MATERIALS- Nothing shall be stored in the premises or in the common areas, including storage space which would constitute a danger to the building or other occupants, including flammable and corrosive materials.



SMOKE & CO2 DETECTORS- For your safety, check detectors at least monthly. Detectors are your responsibility.

DISHWASHER/DISPOSER- (if provided) Use detergents made for automatic dishwashers only. Do not overload dishwashers. Turn on cold water before starting your food disposer. To keep your disposer in good working order, do not grind bones, rinds, coffee grounds, stringy foods, banana peels, glass, etc. If your disposer stops, check the reset button on the outside of it before calling the office. You will be charged for jammed garbage disposers.

WASHER/DRYERS- If the unit includes a washer and dryer it is the tenant's responsibility to maintain the washer and dryer units. Tenants may only use detergents, fabric softeners, dryer sheets etc. as directed on the manufacturer's instructions. Do not overload the washer or dryer. **Washer and Dryer is not covered for maintenance.** Tenant will be charged for maintenance and repairs for washer and dryer.

REFRIGERATOR- To improve cooling efficiency, keep the coils clean (usually in back or underneath). For older model refrigerators, defrost the freezer when frost is about one inch thick. **DO NOT USE SHARP OBJECTS TO DEFROST!** A hair dryer and plastic spatula work best. A puncture to the freezer coils may require replacement at your expense. Please be careful!

RANGE/OVEN- Be cautious with oven cleaner, abrasive cleaners, and scouring pads. They can damage or discolor exterior surfaces and can cause the thermostat and heat elements to short out. Replacement will be at your expense. Please follow directions. For gas ranges, some models require that you manually light pilot lights. If pilot light is lit and you smell a gas odor, contact Dominion Energy.

GARBAGE PICKUP- Please ask a neighbor for garbage pickup days or use the dumpster, if provided. Do not park in front of dumpsters.

SEWER/DRAINS- All drains are working properly when you move in. It is your responsibility to maintain them. In the event that a drain becomes clogged, try plunging first, then contact a roofer service to clear the blockage. If it is determined that the cause of the blockage is roots or a problem with the main line, you will be reimbursed. We will send someone to unclog your drain and add it to your account if you prefer.

TOILETS- Do not put paper towels, sanitary napkins, tampons, cotton balls, or Q-tips in the toilet. Roofer service and any resulting damage caused by such items will be your expense. In the event that a toilet begins to overflow, quickly remove the tank lid and lift the float to stop the water from filling the tank, then close the flapper valve (usually a black rubber part in the bottom center of the tank) to stop tank water from going into the bowl. It is wise to show everyone in your household how to do this. Any damage caused by an overflowing toilet, tub, or sink will be at your expense. If handled properly, a plugged toilet should never overflow.

WINDOWS- Tenant is responsible for any glass, screen, or window breakage after move-in. Do not use stick-on insulation kits or seal windows shut with caulk. Removal of such items will be at your expense. No foil or unsightly window coverings permitted.

ELECTRICAL- In case of power failure, check circuit breakers before reporting malfunctions to the office. Turn to OFF, then back to ON to reset. Fuses: You will need to replace blown fuses (available at most drug stores). For emergencies such as no power or a line down, contact **Rocky Mountain Power.** Note: Do not overload electrical outlets. Hairdryers, microwaves, toaster ovens, space heaters, etc. should not be used on the same circuit. Use 60-watt bulbs or less to reduce heat and fire hazard as well as reduce utility cost.

FURNACE/HOT WATER HEATER- Follow directions on furnace or water heater to relight pilot lights or contact the office for help. Call our office for other problems. Resident is responsible for lighting pilot lights and changing furnace filters monthly, or as needed, unless noted otherwise. A new filter, properly sized filter, is required upon move out. Frequent filter changes will keep your home and furnishings cleaner as well as reduce your utility bill. Check furnace for proper filter size. For child safety and economy, water heaters should be set at 120 degrees. Higher settings could result in accidental scalding.

WATER SHUT-OFF- Before your move in, locate the main water shutoff for the entire unit or home. It is usually located in the basement where the main water line enters the unit. If an interior water line breaks, or any other major leak occurs, shut the water off at this point and contact our office immediately. In most units, there are valves under sinks and toilets that can be shut off to isolate a



leak. If an exterior water main breaks, call Salt Lake City Corp. at 483-6900 (or your water district if different) for a shut off at the curb.

CARPET & FLOORING- Vacuum carpets frequently. Soiled carpets wear out faster. Carpet cleaning arrangements can be made through our office at your expense. Carpets are cleaned prior to move-in, you will be required to provide proof of carpet cleaning upon your move out when you deliver keys as required in your Move Out Instructions. You are responsible for maintenance of wood floors, if applicable. Avoid excessive wear and scratching with area rugs and runners.

PATIOS/BALCONIES- Patios and balconies should be kept neat and orderly. Indoor furniture, bicycles, boxes, and other belongings, which are not patio furniture, are not to be stored on patios or balconies. **Couches, sofas, recliners and appliances are strictly prohibited from patios, porches and balconies.** We reserve the right to require that items that detract from the appearance of the property be removed. Hanging out laundry and **charcoal grills are prohibited.** Use caution with gas barbecue grills. We reserve the right to disallow all forms of BBQ grills from covered porches or patios.

SATELLITE DISHES: Satellite dishes **shall not** be attached to the property without express written approval from the owner prior to moving into the premises.

HALLWAYS/STAIRS/LAUNDRY ROOMS: It is the Residents' responsibility to keep hallways and stairs to their unit swept or vacuumed and free of tripping hazards. Please be courteous with laundry facilities. Keep the room/machines clean.

OTHER REPAIRS- Contact the office for instructions. Unless an emergency, please call during office hours. *****COST OF ANY REPAIR OR SERVICE ON APPLIANCES AND/OR FIXTURES DUE TO THEIR MISUSE, OR OTHER DAMAGE TO THE PREMISES, BY YOU OR YOUR GUESTS WILL BE CHARGED TO YOU.**

FOR YOUR PEACE OF MIND- Notify the office about faulty locks, lost keys, etc. Report any needed repairs to the office immediately. Always leave a message if you get our voicemail, but remember that all maintenance requests must be in writing. Demand credentials prior to allowing maintenance personnel to enter your home.

MOVE IN & MOVE OUT INSPECTIONS- Prior to move out, you must submit proper written notice as required by your lease agreement. Upon move out, a move out inspection will be conducted. Residents will be notified of the move out inspection with the preliminary findings. Resident will have three (3) calendar days from receipt to contest any findings found within the inspection. If resident fails to do so they forfeit their right to dispute any and all damages and claims made by the Inspector and Owner.

RENTER'S INSURANCE- Renter's insurance is required in your lease agreement. You will automatically be enrolled in the company provided landlord liability insurance at the cost of \$9.50 per month as part of the Tenant Administration Fee. Billing date is from the first day of the month to the last and cannot be prorated. It is a monthly policy and requires no credit or background check. See lease documents for further information. You can opt out of this coverage by providing a certificate of insurance at any time by providing a current policy that meets the requirements of this lease. However, your tenant administration fee will not be reduced as it is included. **IF YOUR LEASE INCLUDES THE TENANT ADMINISTRATION FEE YOU WILL AUTOMATICALLY BE ENROLLED IN THE LANDLORD LIABILITY INSURANCE PROGRAM, BUT YOU STILL NEED TO OBTAIN RENTERS INSURANCE.** Owner (as referred to in this Agreement) must be listed on the Renters Insurance as an Additional Insured. If at any time during tenancy renter's insurance lapses, Resident agrees to promptly reinstate coverage per this Agreement.

ALTERATIONS/ADDITIONS/IMPROVEMENTS- No modification of walls, shelves, or closets may be made without prior approval. It is permissible for you to hang pictures, mirrors, etc., on sheetrock so long as the property is returned in repaired condition.



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 paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention. You have access to the pamphlet (Protect Your Family From Lead in Your Home) here. Copy and paste the link below in your browser. If you need one please contact our office.

This is a binding legal document. Resident acknowledges reading all of this Agreement and any addendum carefully before signing. Residents are jointly and severally liable for all the terms, conditions, and payments due pursuant to this Agreement and its addenda.

RESIDENT OR RESIDENTS: (All Residents 18 and Older Must Sign)

OWNER OR OWNER'S REPRESENTATIVE

_____ Date _____
RESIDENT

_____ Date _____
PROPERTY SOLUTIONS OF UTAH, PLLC

1226 W South Jordan Parkway, STE D
South Jordan, UT 84095
801-701-8033
www.UtahPropertySolutions.com

_____ Date _____
RESIDENT

_____ Date _____
RESIDENT

_____ Date _____
RESIDENT

_____ Date _____
RESIDENT





MAINTENANCE POLICY

Property Solutions of Utah (UPS) provides the following as an Addendum to your Lease Agreement. Tenant agrees to follow the maintenance instructions, and understands these instructions prevail unless otherwise stated in writing.

EMERGENCY: Call (801) 701-8033 Ext. 9

Procedures for requesting maintenance:

1. **All work orders must be submitted in writing** unless you have an emergency. Before submitting a work order, check to see if you can determine the cause of the problem. We've provided some troubleshooting tips for common problems on the following pages.
2. **Determine the priority of your maintenance request.** Not everything is an emergency. Use the guide below to determine what category your request may fall into and our estimated response time. Your request will be handled in the order it was submitted. NOTE: the response times are based on goals and are not guaranteed.
 - **Priority 3: EMERGENCY** situations that are a threat to the safety or health of individuals or may cause major damage to the property. Examples include fire, electrical hazards, flooding, or a tree falling on the house.
 - TARGET response time: Initiate the repair within 8 hours.
 - **Priority 2: URGENT** situations that may interrupt the normal enjoyment of your home or it that could develop into an emergency if not dealt with soon. Some examples include a leaking faucet, slow drains, constantly flushing/running toilets, malfunctioning appliance, loss of hot water, malfunctioning sprinklers, etc.
 - TARGET response time: 7 days.
 - **Priority 1: ROUTINE** issues that should be done to protect the long-term value of the property or ensure the comfort of the tenant. Examples include broken window screens, repairing fencing, gutter cleaning, driveway or parking lot maintenance, etc.
 - TARGET response time: 30 days

NOTE: We do not perform in house maintenance. Therefore, we rely on trusted vendors for maintenance related items. Vendors normally work Monday – Friday, 8am – 5pm. Owners will pay extra to handle emergency situations after hours or on weekends/holidays. For URGENT or ROUTINE requests, you should expect the work to be done during normal business hours unless you are willing to pay the additional cost for expedited service.

3. **Emergencies:** Call PROPERTY SOLUTIONS OF UTAH at (801-701-8033). If our office is closed, call (801) 701-8033 and enter extension 9.
 - There are FEW emergencies.
 - Definition of an emergency: A life threatening situation that presents a danger to people or property.
 - Emergencies causing immediate danger such as fire, call 9-1-1
 - Emergencies involving gas or propane, call the gas company and, if necessary, 9-1-1
 - Emergencies involving IMMEDIATE electrical danger, call the utility service.

- Emergencies such as backed up plumbing or flooding, call (801-701-8033) Ext 9 and follow instructions.
- Loss of A/C, hot water, or a broken appliance is NOT an emergency. Loss of heat is not an emergency unless the temperature is below freezing.

4. **If it is a non-emergency, please do the following:**

- **All non-emergency work orders must be submitted in writing!** PROPERTY SOLUTIONS OF UTAH provides several methods to submit written work orders. It is extremely helpful to upload photos or videos of the maintenance required:
 - Submit a maintenance request through the tenant portal:
 - Go to www.utahpropertysolutions.com
 - Click on “Tenant Portal” and log in. If you do not have an account set up, you can follow the instructions to establish one or contact the office for assistance.
 - Once logged in, click on “New Service Request” and fill out the form.
 - Email your maintenance request to service@utahpropertysolutions.com
- **After submission:**
 - After reviewing your work order, we may call to gather additional information or walk you through some trouble-shooting steps in an attempt to resolve the issue.
 - If we are unable to resolve the problem, PROPERTY SOLUTIONS OF UTAH will approve the work order and assign a vendor.
 - The vendor will contact you to schedule an appointment for repairs. Please remember we are a small community and vendors get very busy. They typically cannot respond immediately unless you have an emergency.
 - PROPERTY SOLUTIONS OF UTAH does not sign out keys to vendors. It is your responsibility to provide them with access.
 - Be sure to coordinate with the vendor or PROPERTY SOLUTIONS OF UTAH if your schedule changes.
 - If you do not hear from the vendor after the work was submitted, report this to the PROPERTY SOLUTIONS OF UTAH staff. We will research the cause of the delay and contact you with an update.
 - If anything changes with the situation, please update the work order on the portal, by email, or by calling PROPERTY SOLUTIONS OF UTAH.
 - After repairs are complete, call or email PROPERTY SOLUTIONS OF UTAH to tell us if the problem was fixed satisfactorily. If the problem persists or returns and you fail to report it, you may be held liable for any damages caused.

5. **Stand-up charge.** If you schedule an appointment with a vendor and fail to show up, cancel within 12 hours or have the home open for them, you will pay their trip charge plus \$25.

6. **Maintenance Charge Backs.** PROPERTY SOLUTIONS OF UTAH is responsible for repairing or replacing items broken by normal wear-and-tear. Some repairs are necessary due to accidents, misuse, or abuse. If the vendor reports to PROPERTY SOLUTIONS OF UTAH that the damage was not caused by normal use, PROPERTY SOLUTIONS OF UTAH will charge the repair costs to the tenant plus 10%. Failure to pay for maintenance charges could cause a default in the terms of your lease and be grounds for eviction.

7. **Scheduled maintenance.** Some Landlords request certain services be conducted on a regular basis in order to maintain the property. These services may be done with little or no notice to you. For instance, sprinkler setup or winterization, gutter cleaning, HVAC servicing, etc. If these services require vendors to enter the premises, we will coordinate the service with you in advance.

It is the responsibility of all tenants to report all repairs/maintenance problems

- Tenants can incur financial damages if they fail to report maintenance problems.
- Report the following:
 - Any sign of mold in the property immediately
 - All toilet and faucet leaks and any plumbing backups
 - Electrical problems
 - Heating and air-conditioning problems
 - Inoperative smoke detectors
 - Faulty appliances supplied in property
 - Roof leaks
 - Broken windows and doors
 - Fence repair
 - Malfunctioning sprinklers
 - Any other necessary repairs or unsafe condition
 - Major pest control items such as bees, cockroaches, rats, termites or other major infestations

Tenants will be responsible for the following charges:

- Failing to report necessary repairs.
- If there is a service call and it turns out it was just tripped circuit breaker.
- When appliances fail due to operator error.
- When residents cause sewer stoppages/blockages.
- If the tenant fails to meet a vendor at an assigned appointment and there is a vendor charge.
- If the Tenant or Tenant's guests or invitees, cause damage to the property.
- If the Tenant's pet causes damage to the property.
- If the Tenant reports a repair which does not require service.
- If the Tenant fails to replace battery for smoke detector or battery for remote door opener, and causes a service call for only battery replacement.
- For replacing doors, jambs, broken glass and/or windows.

Tenants are NOT to do the following

- Do **NOT** wash draperies
- Do **NOT** perform electrical work (this does not include changing light bulbs or batteries).
- Do **NOT** mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior permission from Landlord or Landlord's Agent.
- Do **NOT** perform repairs unless authorized by PROPERTY SOLUTIONS OF UTAH or outlined in this guideline
- Do **NOT** deduct any unauthorized or pre-authorized maintenance expense from rent. If you are authorized to conduct maintenance, you will receive payment like any other vendor. Be sure to retain receipts and turn them in with your invoice once the work is complete. **We must receive the receipts within 14-days to be considered for reimbursement. There will be no exceptions.**

