

Fixed-Term Residential Lease

Clause 1 – Identification of Landlord and Tenant

This Agreement is entered into between _____ (Tenant) and _____ (Landlord). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

Clause 2 – Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 5337 Mountain Vista Drive, West Jordan, Utah, 84081 (the premises).

Clause 3 – Use and Occupancy

The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children:

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-
-

Occupancy by guests for more than 7 days per month is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

Phone Numbers

Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) no later than 5 days after a change.

Parking

Tenant must park personal vehicles inside garage and may not permit any vehicles to park on driveway or in the street for more than 24 hours. Any recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats on the Property must be stored on concrete pad behind fence out of sight from the street.

Prohibitions

Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums.

Initialed by Tenant(s) _____ Initialed by Landlord _____

Clause 4 – Term of the Tenancy

Primary Term

The term primary term of this lease will begin on _____ and end on _____. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term.

Automatic Renewal and Notice of Termination

At the conclusion of Primary Term, this lease will automatically renew on a month-to-month basis until either party provides written notice of termination to the other party. The notice of termination will be effective not sooner than 30 days after the notice is given. If necessary, rent will be prorated on a daily basis. Oral notice of termination is not sufficient under any circumstances.

Rent Increases

There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

Clause 5 – Payment of Rent

Regular Monthly Rent

Tenant will pay to Landlord a monthly rent of \$1,650.

City Utilities

The City of West Jordan refuses to bill tenants directly for city utilities and instead bills the landlord. Tenant will pay to Landlord a monthly utility payment of \$75 to be credited to the outstanding security deposit. Every time a utility payment is made by the Landlord, the corresponding amount will be debited to the outstanding security deposit. Landlord will provide to Tenant an annual accounting of all credits and debits to the security deposit. On the annual statement date, Landlord will refund to Tenant any part of the security deposit exceeding \$1,650 and Tenant will pay to Landlord any part of the security deposit that is below \$1,650.

Monthly Payment Instructions

Tenant will pay to Landlord a monthly payment of \$1,725 (including \$1,650 rent plus \$75 utility payment) payable in advance on the sixth day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid via wire transfer (routing number 124000054), cash, or check deposit by Tenant at any Zions Bank branch into account number _____.

Initial Payment

Initialed by Tenant(s) _____ Initialed by Landlord _____

Tenant will pay to Landlord the monthly payment of \$1,725 for the first month on or before the date the Tenant moves in.

Application of Funds

Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, repairs, and then to rent.

Clause 6 – Late Charges

If Tenant fails to pay the rent in full before the end of the day it is due, Tenant will pay Landlord a late charge of \$50, plus \$20 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$500. For purposes of calculating late charges, the payment date is defined as the date printed on the deposit receipt provided by Zions Bank when payment in full is made. Landlord requires Tenant to pay entire monthly rents in one deposit.

Clause 7 – Returned Check and Other Bank Charges

If any check offered by Tenant in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$50.

Clause 8 – Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$1,650 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement.

Interest

No interest or income will be paid to Tenant on the security deposit.

Deductions

Landlord may deduct reasonable charges from the security deposit for:

- Damages to the Property and all reasonable costs associated to repair the Property.
- Costs for which the Tenant is responsible to clean, deodorize, exterminate, and maintain the Property.
- Unpaid or accelerated rent, late charges, unpaid utilities and utility expenses.
- Replacing unreturned keys, garage door openers, security devices.
- Removal of unauthorized locks or fixtures installed by Tenant.

Initialed by Tenant(s) _____ Initialed by Landlord _____

- Packing, removing, and storing abandoned property.
- Attorney’s fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant.
- Any other unpaid charges or fees or other items for which Tenant is responsible for under this lease.

Within 30 days after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance.

Move-In Condition

Landlord makes no express or implied warranties as to the Property’s condition. Tenant has inspected the Property and accepts it AS-IS. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to the Landlord within 2 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed free of damages. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs as noted below.

Move-Out Condition

When this lease ends, Tenant will surrender the Property in the same condition as when received. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. If Tenant leaves any personal property in the Property after surrendering or abandoning the Property, Landlord may dispose of, sell, or donate such personal property.

Clause 9 – Utilities

Tenant will put all utilities, except for City of West Jordan utilities which does not allow it, into Tenant’s name and pay all utility charges. Tenant must, at a minimum, keep the following services on, if available, at all times this lease is in effect: gas, electricity, water, wastewater, and garbage services. If any utility provider forces bills to be paid by Landlord instead of Tenant, the average monthly utility cost will be added to base monthly rent and any over- or underpayment will be assessed to the security deposit.

Clause 10 – Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

Clause 11 – Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took

Initialed by Tenant(s) _____ Initialed by Landlord _____

occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests, pets, or business invitees through misuse or neglect.

Yard Maintenance

Tenant agrees to maintain the yard (defined as all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property) performing activities such as, but not limited to, a) mowing, fertilizing, and trimming the yard; b) controlling pests in the yard; c) removing weeds from lawns, garden, and planter boxes; and d) removing debris from the yard. Tenant will water the yard at reasonable and appropriate times to maintain health of lawns. In the event that the yard is not adequately maintained by Tenant, Landlord will engage a contractor, at Tenant's expense, who regularly provides such services.

Repairs by Landlord

All requests for repairs must be in writing and delivered to the Landlord. If Tenant is delinquent in rent at the time a repair notice is given, landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, call _____. Tenant will pay Landlord, or any contractor Landlord directs Tenant to pay, the first \$75 of the cost to repair each condition in need of repair and Landlord will pay the remainder, except for the following conditions which will be paid as follows:

- Repairs that Landlord will pay entirely: a) a condition caused by the Landlord or the negligence of the Landlord; b) a condition that adversely affects the health or safety of an ordinary tenant which is not caused the Tenant, occupant, or a guest or invitee of Tenant; or c) a condition relating to heating and air conditioning systems, water heaters, or water penetration from structural defects not caused by Tenant negligence.
- Repairs that Tenant will pay entirely: a) any condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; or b) any damage to doors, windows, or screens.

Clause 12 – Repairs and Alterations by Tenant

Except as required by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises.

Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Initialed by Tenant(s) _____ Initialed by Landlord _____

Clause 13 – Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas for: 1) any activity which is a nuisance, offensive, noisy, or dangerous; 2) the repair of any vehicle; 3) any business of any type including but not limited to child care; 4) any activity which violates any ordinance, or restrictive covenant; 5) any illegal or unlawful activity; or 6) activity zoning that obstructs, interferes with, or infringes on the rights of other persons near the Property.

Clause 14 – Pets

No animal, bird, or other pet will be kept on the premises, except properly trained service animals needed by blind, deaf, or disabled persons.

Clause 15 – Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct a quarterly inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant two days notice before entering.

Advertising

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's agents may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property. Landlord or Landlord's agents may enter the premises to show the Property to potential buyers or renters after providing the Tenant two days notice before entering.

Clause 16 – Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 10 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

Clause 17 – Possession of the Premises

a. Tenant's failure to take possession. If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession. If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon

Initialed by Tenant(s) _____ Initialed by Landlord _____

proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

Clause 18 – Liability

Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant’s guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants, or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant’s guests, any occupants, or any pets.

Clause 19 – Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

Clause 20 – Authority to Receive Legal Papers

All formal written Tenant communications to Landlord including but not limited to termination notices and repair requests may be delivered to _____. Informal Tenant communications to Landlord may be sent via email to _____ or via phone at _____.

Clause 21 – Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Clause 22 – Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Initialed by Tenant(s) _____ Initialed by Landlord _____

Clause 23 – Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

_____	_____	_____
Date	Landlord or Landlord’s Agent	Title

Street Address		

_____		_____
City, State, and Zip		Phone
_____	_____	_____
Date	Tenant	Phone
_____	_____	_____
Date	Tenant	Phone
_____	_____	_____
Date	Tenant	Phone

Initialed by Tenant(s) _____ Initialed by Landlord _____